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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Vacancy in the Court of Appeal.

NO ONE is likely to feel dissatisfied with the inclusion in Court of Appeal No. 1 of the Judge of the Chancery Division who has occupied a seat there during, we believe, the whole of the present sittings. And it may be that the work of the Chancery Division can be effectively despatched in the absence of one of its judges, especially now that an effort is being made to deal with Mr. Justice EVE'S list by transferring parts of it to other judges. But we are under the impression that the employment of a High Court Judge in the Court of Appeal for so long a time is unusual, if not unprecedented, and we imagine it is matter of surprise that the position is not regularized by the permanent retention of the learned Judge in the higher Court. This would, no doubt, for reasons with which every equity counsel is familiar, be viewed with regret in the Chancery Division; but the present condition of delay and uncertainty as to business should not be allowed to continue.

The Release of Solicitors from Military Service.

WE understand that the Council of the Law Society have appointed a Committee to consider the question of demobilization of solicitors, and any solicitor whose claim to release "on national grounds" is really urgent, should, it is suggested, communicate immediately with the Law Society, giving full particulars, including regiment and rank, to enable the Society to take any steps in their power, and for that purpose the Society will consult the provincial Law Societies. We do not understand exactly what is meant in this connection by "national grounds," and the use of the expression is likely to lead to misunderstanding. The "man-power" of the profession has been taxed to the utmost in the effort to keep pace with the military situation, and now that that situation has ceased to make any special effort necessary, solicitors whose practices are suffering by their absence should be allowed early release. The only "national ground" which is relevant is that it is of national importance for a man to attend to his own business. The chief reason against quick demobilization is not, we imagine, any military necessity, real or apprehended, but the difficulties in connection with employment. These do not exist as regards solicitors. At the same time, we do not mean to suggest that the maintenance of a considerable army is not necessary until the European situation has cleared, and the release of some solicitors may have to be postponed because they are required as officers.

The Provisioning of Europe.

THE RETURN of Mr. HOOVER to Europe will have been noticed with interest. Early in the war he made himself known for his management of the Belgian relief measures, and when, on the entry of the United States into the war, it became impracticable for him to continue this work, he undertook with similar success the task of food control in America. We read in the *National Food Journal* of 27th November that his return here portends an important extension of the work of the Allied Food Council. This, we gather, is assisted by a permanent Committee of Representatives, which has taken steps to meet the new conditions which arose upon the conclusion of the armistice with Germany. From a special article which the *National Food Journal* devotes to Mr. HOOVER'S visit it appears that he is here to study the present activities of the Allied Food Council, to agree with the Allied Food Controllers on the programme of relief for the after-war situation, and to consider with them large questions of food policy which await the Peace Conference at Versailles. In another article in the same number the needs of the European peoples are reviewed. Now that hostilities have ceased, the activities of the Allied Food Council have become of prime importance.

The Revocation of Defence of the Realm Regulations.

IT WILL be seen with interest, and, we presume, with satisfaction, that a commencement has been made with the revocation of the Defence of the Realm Regulations. The revocation of 2s saves stray dogs from liability to prompt destruction, and of 2T restores to farmers the right to sell a horse. The revocation of 7A removes the ban on the holding of exhibitions where this interferes with the production of war material. That of 8B restores to engineering employers the right to obtain labour from what source they please. With 9 goes the power of the naval and military authorities to effect clearance of areas for naval or military reasons. The revocation of 9B restores the right to hold race meetings. 9BB, which for a while stopped hare and rabbit coursing, has gone, though, in the interests of the unfortunate animals, we should not be sorry to see restrictions of this nature made permanent. The revocation of 9W and 9WW restores the right to hold fairs and dog shows. The relaxation which was made on the cessation of hostilities in regard to lights receives final and permanent effect in the revocation of 12, and the revocation of 12C restores formally the use of the chiming of bells and the striking of clocks. Regulations 17A and 17B referred to air-raid precautions, and are naturally revoked. The revocation of 19 restores the liberty of taking photographs of naval or military works. Regulation 40D, dealing with the communication by women of venereal disease, which has been the subject of so much attack, is revoked. Relief is afforded to employers by the withdrawal of 41A, under which returns had to be made of the employment of males of sixteen years and over; and 41AAA, which imposed on farmers the duty of giving notice to the Board of Agriculture of the cessation of employment of such persons, goes. And the revocation of 41AB carries the freedom of employers further. The series of regulations 45A, B, C, and D, dealing with exemptions from military service, are revoked. The above by no means exhausts the list of revocations, but it illustrates the variety of the matters affected.

The Restrictions on Liberty and Opinion.

REGULATION 56, which deals with the trial and punishment of offences, stands; but 56B, which allowed any officer or other person authorized in that behalf by the Director-General of National Service, although not a counsel or solicitor, to conduct cases before courts of summary jurisdiction, is withdrawn, and 61A, which facilitated proof of the service of calling-up notices, has also gone. But 14B, which allows of the internment of any person, including British subjects, on suspicion of hostile sympathies which was the subject of Lord SHAW'S famous dissenting judgment in *Zadig's case* (1917, A. C. 260), is left. And 27C—the "Pamphlet Regulation"—which perhaps, interferes most of all with the free expression of opinion, also stands. Upon the whole, it would seem that the revocations extend mainly to matters which are of slight importance, or in respect of which the regulations are clearly obsolete.

The Trial of Offenders Against the Law of Nations.

THE CONDITIONS under which hostilities have ceased—in other words, the overwhelming victory of the Allied Powers and the United States—have made the question of the punishment of crimes against International Law of immediate practical importance. Under the authority of the War Cabinet the Attorney-General has appointed a Committee to inquire into and report upon (1) the facts as to breaches of the laws and customs of war affecting members of the British forces or other British subjects committed by the enemy Powers; (2) the degree of responsibility attaching to individuals; (3) the constitution and procedure of an appropriate tribunal for the trial of these offenders; and (4) other cognate and ancillary matters. The Chairman of the Committee is Sir JOHN MACDONELL, and the members include Sir FREDERICK POLLOCK, Sir ALFRED HOPKINSON, K.C., Mr. C. A. RUSSELL, K.C., Dr. A. PEARCE HIGGINS, and other well-known lawyers, as well as representatives of various Government Departments. Among the latter is Mr. JUSTICE PETERSON, representing the Foreign Claims Office. The Committee will act in consultation with similar Committees in Allied countries. In an article in *The New Europe* of 21st November, Mr. E. S. ROSCOE points out some of the difficulties which beset the subject; in particular, how far subordinate officers are protected by the orders of their superiors; and urges that, in any case, the procedure should be prompt. "The international sense of wrong would be better satisfied by the prompt trial and punishment of a defined number of offenders, than by prolonged and possibly ineffectual attempts to bring to justice a larger number, however guilty some of them may be." Meanwhile, the question of the extradition of the Kaiser appears to be giving trouble to official lawyers here and elsewhere.

The Settlement of Heirlooms.

THE DECISION of ASTBURY, J., in *Re Lewis, Busk* v. *Lewes* (1918, 2 Ch. 308), is the latest of a series of important cases on the effect of settlements of heirlooms. The difference in the rules applying to real and personal property, it is well known, makes it impracticable to effect as strict a settlement of chattels as of the land with which they are intended to go. It is possible to limit life interests in them; but since an estate tail in personalty is not permitted, they vest absolutely in the first person who becomes entitled to the land for a vested estate of inheritance. This rule can be modified, indeed, to some extent, so as to place restrictions on the absolute right of the person taking such estate. Thus his right may be defeated by a provision that he shall not take if he dies under the age of twenty-one years: *Martelli* v. *Holloway* (L. R. 5 H. L. 532); *Re Dayrell* (1904, 2 Ch. 496); though such a provision must be clearly expressed and certain in operation; *Re Exmouth* (23 Ch. D. 158). And so, too, the interest of the tenant in tail may be defeated if he does not come into actual possession of the land: *Scarsdale* v. *Curzon* (1 Johns. & H. 40); *Re Angerstein* (1895, 2 Ch. 883); *Re Fothergill's Estate* (1903, 1 Ch. 149). But for this purpose a mere reference to "possession" is not enough. Thus in *Foley* v. *Burnell* (1 Bro. C. C. 274; 4 Bro. P. C. 319) chattels in certain houses devised in strict settlement were bequeathed "to be held and enjoyed by the several persons who, from time to time, should respectively and successively be entitled to the use and possession of the same houses respectively, as, and in the nature of, heirlooms, to be annexed and to go along with such houses respectively for ever." Yet, as ASTBURY, J., pointed out in the present case, notwithstanding this language it was held that the chattels vested absolutely in an infant tenant in tail in remainder who predeceased the tenant for life.

Title to Heirlooms and Actual Possession.

A DECISION requiring actual possession by the tenant in tail was given by the Court of Appeal (COZENS-HARDY, M.R., and FARWELL and KENNEDY, L.JJ.) on the words which occurred in *Re Lord Chesham's Settlement* (1909, 2 Ch. 329). There, by a settlement of real estate, made in 1877, chattels were assigned to trustees upon trust to permit the same "to be used, held, and enjoyed with the mansion house aforesaid by the person who for the time being shall be entitled to the said mansion house under the limitations thereof hereinbefore contained, yet so that for the effect of transmission the same shall not vest absolutely in any person hereby made tenant in tail male or in tail by purchase who shall not attain the age of twenty-one years." These words were considered incidentally by CHITTY, J., in *Re Lord Chesham* (31 Ch. D. 466), and he considered that the trust for the use and enjoyment of the chattels "with the mansion house" implied that there must be actual possession, and this construction was adopted by the Court of Appeal when the question arose subsequently. But in *Re Parker* (1910, 1 Ch. 581), before PARKER, J.; in *Re Beresford Hope* (1917, 1 Ch. 287), before EVE, J.; and in the present case of *Re Lewis* (*supra*), before ASTBURY, J., the Court has on each occasion distinguished *Re Lord Chesham's Settlement*, and has held that a tenant in tail took absolutely, notwithstanding that he died before coming into possession. In *Re Parker* pictures and other articles were, under a will, to pass with a mansion house as heirlooms as if they were land or other real property appurtenant thereto, and were to continue annexed to the house as long as the law would permit, and were to be inherited and enjoyed by the several persons who should succeed to the house. In substance the gift does not seem very different from that in the *Chesham case*, but PARKER, J., pointed out that there was no reference to the use and enjoyment of the chattels with the mansion house, and he held that they passed to the tenant for life as next-of-kin of his deceased eldest son. Similarly in *Re Beresford Hope* (*supra*), where there was a direction that chattels should go with the estates, but no words requiring actual enjoyment, the chattels vested in a tenant in tail who died before his estate fell into possession. In *Re Lewis* (*supra*) the gift seems to have come nearer to that in the *Chesham case*. Chattels in and about a mansion house were "to go and be held and enjoyed with the mansion house so far as the rules of law and equity will permit" by the persons for the time being "entitled to the possession" of the real estates. Here, again, it is difficult to distinguish the *Chesham case*, but ASTBURY, J., did so, though rather, apparently, because the words were, in fact, different, than because the difference was substantial; and, there being a difference, he preferred to follow *Foley* v. *Burnell* (*supra*). In fact, the decision of the Court of Appeal seems to have attempted to divert the course of authority into a new channel, but this attempt the Chancery Division is disinclined to follow.

Excess Mineral Rights Duty.

THE EXCESS mineral rights duty introduced by the Finance (No. 2) Act, 1915, leads to difficulties of computation such as we are getting accustomed to under modern finance legislation. "In common," said Lord DUNEDIN in *Murray* v. *Inland Revenue Commissioners* (1918, A. C. 541, 552), "with all who have had to interpret statutes, I have frequently experienced difficulties which more careful draftsmanship might have obviated. But I confess that the clauses which in this case your lordships have to interpret do for blundering English surpass anything I have hitherto seen." In *Inland Revenue Commissioners* v. *Duke of Northumberland* (1918, 2 K. B. 573), SANKEY, J., not without reason, quoted this dictum as some excuse in case his own decision in the latter case should be held to be wrong, and, in point of fact, it was based upon a somewhat doubtful view of the effect of income tax. Excess mineral rights duty is payable where a mineral rent or royalty varies with the price of the minerals. If in any accounting year "the amount payable to any person as rent" exceeds the pre-war standard of the rent, then the duty was 50 per cent. of the excess. This has been increased to 60 per cent. by the Finance Act, 1916, s. 46. But the pre-war standard of rent is purely notional. To discover it you take the average of prices for any two of the three pre-war years, and then find what the rent for the accounting year would amount to, if that average price were taken and applied to the quantity of materials actually raised in the accounting year. This appears to be the effect of *Murray* v. *Inland Revenue Commissioners* (*supra*). The minerals owner, according to Lord HALDANE in that case, pays "upon the amount which he receives from these royalties in the year of accounting, minus so much as is arrived at by taking the same number of tons as had been raised in the year of accounting, and attributing to them a notional royalty corresponding to the figure which represents the pre-war average price."

Deduction of Income Tax in Ascertaining the Duty.

BUT IN calculating this excess certain deductions are expressly authorized by section 43 of the Act of 1915. Thus in calculating both the actual and the pre-war values of the rent, rent payable to a superior lessor can be deducted (sub-section (3)); and increment value duty, payable under section 22 of the Finance Act, 1910, can also be deducted (sub-section (4)). The question in the present case was whether a similar deduction can be made in respect of income tax, although not expressly authorized. A comparison between the pre-war rate of income tax and that now prevailing will shew that this may be of great pecuniary importance. As a matter of principle it might be somewhat difficult to discover ground for the deduction, but SANKEY, J., avoided this by giving a very literal construction to the words of section 43. These impose the tax "where the amount payable to any person as rent," etc., and under the Income Tax Acts the mineral owner only receives his rent after deduction of income tax. Accordingly, in arriving at excess mineral rights duty, you do not deduct income tax, because it has been already deducted by someone else. This is a simple solution, but it appears to overlook the principle that income tax paid by a tenant is in effect payment made on behalf of the landlord.

The Honour of the Profession.

[For former articles on cognate topics, see 62 SOLICITORS' JOURNAL, pp. 782, 802, 819, and *ante*, pp. 4, 36, 64.]

THE word "reconstruction" is in the air. The Government has already taken the matter in hand, so far as the industrial classes are concerned, and the solution of the difficult questions involved is the work of a department given the high rank of a Ministry. Though industry will be the particular care of the new authority, all sections and all bodies of men who have risked their careers and taken their chance of the future in order to save the State will have their own special needs to urge, and the requirements based upon them will demand considerate public attention and the removal or lowering of barriers that do not serve the State, but are a mere shield to privilege. Amongst those whose claims will be well founded in this respect are the young solicitors and articled clerks, over 4,000 in number, who are taking their part in the national defence, and the question arises how *their* interests can best be served, and what particular form the process of reconstruction should take on *their* behalf.

Replacement merely will not satisfy the industrial classes, and it will be no more than should be expected if it does not satisfy the solicitors. Amelioration will be sought as well, and it will be no matter for wonder if, having served the State in its necessity, they should seek improved prospects in the State equivalent to the services they have rendered. It will be remembered that Lord WRENBURY, in his remarkable letter to the *Times** on the subject of industrial harmony, stated that the noblest development in human relationship is reached when there is "no money in it." The fundamental

[*12th Sept., 1914. The substance of this article was contained in a letter from the writer, which appeared in these columns on 23rd June, 1917, and the reproduction of it in this series seems to be appropriate.—ED., *S. J.*].

blemish in the profession of the solicitor is that, if there is money in it (and that is the question with so many), there is money in it and little else. With the barrister, on the other hand, after a successful career as a junior, the State makes public recognition of his services by creating him a "silk," and in due course, if his success be maintained, he is raised to the Bench or fills one of the many offices to which the Bar is the sole means of access. The rewards are *honoris causâ*, and solicitors are entirely deprived of them. What this deprivation means can best be understood by an instance of the beneficial effect of the acknowledgment of merit. In an article published some years ago on the doctors of Queen VICTORIA, it was stated that, so scrupulous was the regard paid to character in the choice of them, that a new standard was set in the profession and the effect of it was felt throughout. The cultivation of habits and the growth of tendencies were induced calculated to meet the standard the Sovereign had imposed, and, because the posts were open to any member of it and were not the privilege of a section only, this invigorating leaven pervaded the entire body. There is no such incentive operating in the profession of the solicitor, for no attainment on his part, in point of character as supplementing ability, will suffice to raise him above the level in the Law that his branch of the profession is now set.

It is desired to approch this subject, as far as it touches the Bar, as one lending itself to accommodation, for, as individuals, the two branches of the profession maintain cordial relations. To the emoluments of the Bar, great though they are, we are indifferent. The point, and the only point, is that, while both are engaged in the administration of the law with equal devotion and equal ability, all the responsibility in law rests upon the one, and all the honours go to the other. Presumably, the marks of distinction accorded to the Bar proceed upon the assumption that these are its only returns, and we are invited to regard its pecuniary recompense as in the nature of an honorarium also. As a matter of fact, not only do counsel receive fees commensurate with their services, but, in practice these fees are better secured to them than are own own, in the measure in fact in which a debt of honour amongst people desiring to preserve their honour is generally more punctiliously discharged than a legal obligation.

It would seem, therefore, that the Bar, in the matter of professional rewards, has got the best of both worlds, and its privileges will need to be revised in the social reconstruction that the war is bringing about if solicitors are no longer to be denied the equality that by the analogy of other professions is their right. There is no pale within the Church any more than there is in Medicine, and there should be none in the Law. This differential treatment of solicitors serves as a discouragement, and is injurious in its effect, and it is an injustice that cries aloud for correction. The Bar has the sole right to promotion to the Bench, and this is the head and front of its offending, for it implies so much. If not contrived with a view to creating a monopoly, it operates as such, and deprives the other branch of the profession of participation in the benefits that spring from it. He who has the right to promotion to the Bench and to fill the Law Offices of the Crown possesses a strong incentive to professional rectitude, and in this resides the virtue of the privilege. For, to qualify for these offices, a high standard in point of character is required, and is therefore of necessity cultivated.

As things are, solicitors are as effectually debarred from filling the Law Offices as they are denied elevation to the Bench. Not even the present Premier himself, though a solicitor, is now, or has been at any time in his career, qualified to hold the post of Solicitor-General. The Solicitor-General is a barrister, and the office is the carefully guarded privilege of the Bar. And where solicitors have the right to be heard—namely, in the county courts—and on that account might be thought to acquire a right to promotion to the County Court Bench, there again the privilege is reserved to the Bar, and our branch of the profession is excluded. In the minor offices of the Crown a solicitor may, in a rare instance, get a Mastership, but, generally speaking, the only field of public service which he may regard as his own is the municipal field, for the town clerkships and other local offices usually fall to solicitors, and the Bar does not compete for them. The Bar knows when it is well off, and the service of the State suffices for it. It has its disabilities as well as its privileges, but these are conceived equally in its own interest. It cannot recover its fees, but, at the same time, it has no liability for its work. Wisely, too, it has denied itself the handling of other people's moneys, and by this denial has done more than anything else to keep its honour untarnished. Altogether, by what it has taken and by what it has left, it has studied its welfare in point of character no less than in point of rewards, and we have only to examine the system by which this professional elevation has been reached to mark out for ourselves the path of reconstruction along which our efforts should lie.

It is not that the Bar inherently and *ab initio* is better qualified for high office than our own branch. The same high standard of ability and character is set at the outset as the qualification of each, and, if the Bar presents more notable figures amongst its members than solicitors do in their branch of the profession, it is only because the work of the solicitor is more private in character and the barrister has waiting for him positions which, as a matter of course, give distinction to his career and attract the public eye. By comparison with the Bar, solicitors are like a Parliamentary party in opposition. Their powers and qualities in office are yet unproved, and no particular virtues attach to their names. But give them the same opportunities as the Government and the same individual eminence will arise. That distinction, even without these opportunities, marks the personnel of the profession is established by the fact that the greatest political force of the age and the figure on whom the hopes of the country have been during the war chiefly set, Mr. LLOYD GEORGE, has sprung from its ranks.

And in point of character it must be rememebred that temptations are liable to attend the path of the solicitor from which the barrister is free, and it is a problem, in the determination of character, whether a higher level is not reached in the man who has been tried and has resisted than in the man who has never been called upon to resist because he has never been tried. The State in its relations even with the more exalted of its servants does not ignore the contingency of human frailty, for the high salaries paid to the judges are commonly justified on the ground, not merely that they should attract men superior to the temptations of their office, but that they should put these men beyond the reach of these temptations. With solicitors, it is not that they yield to temptation—very few do—it is that, unlike the Bar, they are *exposed* to temptation, and, unlike the Bench, they are not shielded from it if it come, and these conditions have a depressing effect on their career. The reconstruction we seek should chiefly operate in mitigating this evil, and, if we ask for the profession a new prospect in the State and a new standard by which to qualify for it, it is only in consequence of our belief that the professional tone can best be invigorated thereby.

We see the effect of *outlook* upon the Bar, and we desire to come under the same beneficial influences. We see its effect upon the medical profession, and we wish our future to be shaped by it. We see, in both, systems lit by lofty encouragement, and we desire to enter them. We wish to see a better professional world for those sons and pupils of ours who will be returning with their laurels to take our places. And on nothing is our heart more set than on the elimination, for their sake, of those pitfalls in our profession that have been the undoing of some, the trial and test of others, and may yet be the ruin of more. The business of the solicitor being what it is and what, from public necessity, it must

remain, the risks that attend it may be regarded as its inevitable accompaniment. But, if they cannot be removed, they can be counteracted by giving a new direction to our aims, and this direction, it is our purpose to shew, is best sought in the claim to a right of passage to the Bar, for this implies access to the Bench, and so contact with the light beneath which the professional virtues flourish.

There is a question closely touching the honour of the solicitor's branch of the profession that invites reflection. It concerns the relations of solicitor and client. The Bar is paid more or less according to the standing of the individual barrister, and members of the inner Bar command large fees, which are not general amongst counsel as a body. With the solicitor, on the other hand, eminence in his profession brings no higher reward for his services, for the same fees are common to all, and his only means of advancement lies in the increase of his connection. And what makes the contrast the more singular is the fact that, not only are the fees of the Bar elastic, but in practice the Bar holds an impregnable position in regard to them. And this security is due, as it is thought the Bar will generously admit, to the fact that they are collected through the solicitor; benevolently taxed by him as it were in advance; and the public are, in consequence, presumed to have had, in point of the propriety of them, the protection of professional advice.

This is an advantageous position from the point of view of the Bar. In the case of the solicitor it is different, for, dealing with the public direct, no agreement with regard to his own fees will suffice. For an agreement providing for special fees for particular services—a provision only too often justified in practice—is binding on the solicitor, but not on the client, the presumption being—and it is a presumption of law—that such an agreement is obtained by undue influence which cannot be met or refuted by any facts if the client did not have independent advice. Whether the same situation would arise in the case of the Bar if solicitors discontinued the collection of its fees, and counsel, like the medical specialist, took their emoluments direct from the public, it is unnecessary to consider. But the fact remains that the Bar has contrived a stable position in the matter of its fees, and, where circumstances warrant, the solicitor's branch would do well to follow its example. In the case of the solicitor, as in the case of the barrister, exceptional ability should admit of exceptional reward, and special work should receive special pay. And the protection of the public that, in the case of counsel, is apparently given by the solicitor, in the case of the solicitor, wanting a better instrument, might be given by the taxing office. The duties of the taxing office for this purpose might be made to include the determination of charges in advance for special work, as well as the revision of charges on completion for ordinary work.

It is, however, in point of honour, rather than on a question of advantage, that this attitude of the Court towards solicitors is deplored. Admittedly, solicitors are its officers, and, as such, are subject to the rules of a service that, from the time they enter it to the day they leave it, has all the rigours of active service. But professional discipline is not necessarily rooted in a presumption of dishonour, and it is felt that solicitors have become the subject of exceptional treatment in this respect that is wholly undeserved. The elevation of the profession cannot proceed so long as this aspersion of its character is voluntarily accepted, and it is to be hoped that, in the review of their position which the solicitors on service will make on their return to practice, this degrading aspect of the professional status will not escape them. No abolition of the wholesome rule that a solicitor should be satisfied with his legal costs may commend itself, but it may well be asked that, in the event of any departure from it, each case should be judged upon its merits, and the solicitor should not be made the solitary exception to the principle, in English jurisprudence, that an offence is not presumed, and innocence does not require to be established.

Unpremeditated Terms in Mercantile Agreements.

As a general rule, preventive practice follows the teachings of curative practice. Or, to put this truth in more colloquial language, a man very often owes his immunity from trouble to the unfortunate, and not inexpensive, experiences of some previous litigant, or to the carefulness and caution of a legal adviser versed in other troubles which have arisen. It is quite true that if the English, or any other of the combatant peoples, had treated with contempt, and disregarded, the established teachings of bacteriology, defeat would, on that account alone, have overtaken them. But how, and in what manner, were such priceless teachings established? And, when they were established, was not prevention a relatively easy task?

Whenever a lawyer is called upon to express in legal form a commercial agreement, he will have to pay studious attention to the teachings of case law and of commercial experience. Moreover, he may be pretty sure of two things—the one, that the instrument will have to be prepared against time; the other, that he will be called upon to express terms in regard to which precedents will furnish him with comparatively little assistance. He will thus have, much more than is usual, to depend upon his previous personal study and preparation—his knowledge of the principles of commercial law, and his acquaintance with, and proficiency in, legal phraseology and language; and the manner in which he executes his task will afford an excellent gauge of his professional knowledge and accomplishments in these most important departments, of the depth and width of his view, and of the brilliancy, yet judicious restraint, of his conveyancing imagination.

What topics are most likely to engage his thoughts when taking that precautionary glance around which is so important for diagnosis, as well as profitable for design, before setting pen to paper?

There is more than one precedent (*Webb* v. *Plummer*, 2 B. & A. 746; *Bealey* v. *Steuart*, 7 H. & N. 753; *The Moorcock*, 14 P. D. 64; *Hamblyn* v. *Wood*, 1891, 2 Q. B. 488; *Re Nott and the Cardiff Corporation*, 1918, 2 K. B. 146; and, with respect to leases, the many cases cited in Woodfall on Landlord and Tenant (19th ed.), at p. 208), which warns us of the insidious danger of terms by implication. In the last-named case in the Court of Appeal, the late Mr. Justice NEVILLE ruled that in cases where the parties to a contract are silent upon an essential term, an interpreter may imply an agreement between, or among, them to the necessary effect; but that he may make such an implication only in cases where he is satisfied such an agreement must have been intended; and his lordship remarks that the eloquent passage in Lord Justice BOWEN's judgment in one case—*The Moorcock* (*ubi sup.*, at p. 68)—means no more than this proposition: *Re Nott and the Cardiff Corporation* (*ubi sup.*, at p. 106), Where A, upon letting certain works at Manchester to P and Q, agreed to supply them with all the chlorine still waste as it came from the still at a given price, and not to part with any of such waste to others, it was held that, on a fair construction of the agreement, P and Q, on their part, had agreed impliedly to purchase, and were, accordingly, bound to purchase of A all his chlorine still waste which, during the tenancy, came from the still. The fact that the manufacture of P. and Q. had failed, or was discontinued, or that the waste proved useless and no longer necessary, is quite irrelevant, and no sort of answer to an action for not accepting: *Bealey* v. *Steuart* (*ubi sup.*). In short, P. and Q. had, in making their bargain, overlooked a most important and, one would think, not unlikely contingency; and while the doctrine of implied terms availed in favour of A, it did not operate in favour of P and Q—a turn in fickle Fortune's wheel that should be noted and guarded against, or, perhaps, utilised whenever occasion arise.

The passion business men have for arbitration is as remarkable as it is undoubted. We imagine a provision for the reference of disputes to arbitration to find a place in most mercantile agreements, notwithstanding conveyancers have expressed a doubt upon the prudence of including such a provision, almost as a matter of course, in articles of partnership and other instruments, and thus excluding an injured party from having recourse to the ordinary Courts; and we have reminded the profession that, whereas if the parties to a dispute wish to refer it to arbitration they can do so without having previously bound themselves to resort to no other tribunal, whenever they do so bind themselves, a settlement may be delayed, and the disputant who is confident of his position at law placed at a disadvantage by being compelled to run the risk of an arbitration: Davidson's Conveyancing, vol. 2, part 1, p. 123; vol. 5, part 1, p. 222, and part 2, p. 325. Whenever the parties really intend to invite and welcome such possible guests as these, we believe the more popular stipulation takes the form of providing for a reference to a single arbitrator, if the disputants can agree on one—a respected merchant in the particular trade being selected, in a large number of cases—to go into the controversy and settle it; and there seems no valid objection to this form, in every day affairs, when the pecuniary amount at issue cannot be serious.

(To be continued.)

The Theory of a Second Chamber.

III.

(vi.) *Election by Groups of Members of the House of Commons.*—Lord SUMNER,* however, is no believer in the superiority of "groups" over the entire House of Commons as regards freedom from party spirit:—

> "What is the responsibility, say, of the sixty-six Lancashire members meeting and voting as a group in a Committee Room that it should make of each one of them a different and better man from what he is when he passes through the lobbies with his fellows in the usual way?"

And he points out that the argument, that they will be guided by higher motives by reason of their "responsibility to their own constituents and to the great mass of voters of the larger area," rests on a fallacy. A member of the House of Commons has a special duty to his constituents and a general duty to the whole country, and if, in selecting members of the Second Chamber, he could not be trusted to perform this general duty, there is no guarantee that he would perform in a non-party spirit the new duty to a special electoral area. Says Lord SUMNER:—

> "The hypothesis is that a member might in this connection be forgetful of his duties to the nation at large, and mindful only of the call of his party. If it be so, what warrant is there for crediting him with a sense of duty to a county or a group of counties, when he would be insensible to the clearer duty to the country at large? If from party blindness or party feeling a man cannot do his duty simply as a member of Parliament, he is not likely to be sensitive to it as a member of one-thirtieth fraction of one part of Parliament. What magic is there to purge his eyesight or his passions in thus dividing the substance?"

And Lord SUMNER sees no chance for the members of the grouped counties being able to exclude the wire-puller and the party manager from their selection of candidates. The two classes of persons to be considered are the desirable and the undesirable candidates: the former, "the men of ripe experience, of known virtue, experts in the arts of administration at home and abroad," but not the sort of people who will go canvassing; the other, "local notabilities not unwilling to serve, or elderly politicians whom younger rivals are not unwilling to elbow gently out of the way." And how, says Lord SUMNER, "are the thirteen groups to ensure the first class and eschew the second? As each group will consist of diverse and antagonistic elements, none can possess any common machinery by which to prepare a list of suitable candidates."

As intimated in the passage just quoted, the proposed "groups" are thirteen in number, arranged as follows, with the seats in the Second Chamber allotted to them:—London (27); South-Eastern (15); South Midlands (15); East Anglia (15); Wessex (18); South-West Midlands (15); North-West Midlands (15); East Midlands (15); Lancashire (27); Yorkshire (24); Northern (15); Wales and Monmouth (15); Scotland (30). The number of the seats corresponds to the population of the groups, 15 being allotted to about two and a half million, and 27 to four and a half. Whether the selection of these groups will have the impartial results anticipated by the majority of the Conference, or whether, as Lord SUMNER suggests, it will only lead to the re-introduction of party machinery, is a question which for the present must be regarded as open.

Selection from the Existing Peerage.—The "group" system gives 246 members of the Second Chamber, Ireland being for the present left out of account. It is further proposed that, in order to preserve continuity with the present House of Lords, there should be an additional number of 81 members, to be chosen in the first instance from the existing peerage by a Joint Standing Committee of both Houses of Parliament, this number to be subsequently reduced to 30, but the remaining 51 would continue to be selected by the Joint Committee, though the selection would be thrown open. The reasons for this are thus stated in Lord BRYCE's letter:

> "Two arguments enforced the desirability of avoiding a complete breach with the past. One . . . the respect which it is desirable that the nation should feel for the Second Chamber will be all the greater if it be regarded as an ancient institution remodelled in accordance with modern views and feelings rather than as a brand new creation. The other consideration was that among the existing peers there are many men of distinguished ability and long experience in legislation and administration, men whose services the country would desire to retain."

On which Lord SUMNER remarks:—

> "This must be very gratifying to the House of Lords, but all one can say is that if the Nation can regard such a Second Chamber as an ancient institution remodelled, and not as a brand new creation, or can believe that members of it, selected by the House of Commons, will be chosen by the People, but without taint of Party spirit, the Nation can believe anything."

We need not ourselves offer any comment on this somewhat singular proposal, except to say that, on any reasonable mode of selection, all the peers who are now experienced and trusted in the Legislature would be sure to find places in the Second Chamber without having to rely on their peerages; and, further, that as to the proposal that a certain small number should be taken from the Episcopal Bench, the Conference was reckoning without the Free Churches. It may safely be assumed that, if ministers of religion are awarded a place in the Second Chamber, no particular denomination will be allowed a preference. But we have little doubt that such persons will get in exclusively on their merits, and on this footing the Church of England is assured a full representation.

As regards the Law Lords, the Conference placed them on a special footing:—

> "It is thought that, if and so long as the Second Chamber continues to discharge the judicial functions now discharged by the House of Lords as Supreme Court of Appeal, these high judicial personages should continue to sit as *ex-officio* members. Their presence will add to its deliberations an element of special knowledge and long experience which will doubtless be available in the future, as it has been in the past, for the purpose of revising Bills and securing that the form in which they pass shall be legally correct. The same considerations apply to the Lord Chancellor and to those ex-Lord Chancellors who take part in the judicial business of the House. It is suggested that they ought to remain *ex-officio* members while they sit as Judges of Appeal."

But as regards all constitution-making it has an air of unreality until the proposals are put into practice. The position has been put once for all by BURKE in his description of the efforts in this direction of the Abbé SIEYES:—

> "Abbé SIEYES has whole nests of pigeon-holes full of constitutions ready-made, ticketed, sorted, and numbered, suited to every season and every fancy; some with the top of the pattern at the bottom, and some with the bottom at the top; some plain, some flowered; some distinguished for their simplicity, others for their complexity; . . . some with directories, others without a direction; some with councils of elders, and councils of youngsters; some without any council at all. Some where the electors choose the representatives; others where the representatives choose the electors. Some in long cloaks and some in short cloaks; some with pantaloons; some without breeches. Some with five-shilling qualifications, some totally unqualified." (Letter to a Noble Lord, Works, Vol. 8, p. 58.)

* "A Tame House of Lords." By Lord Sumner of Ibstone. The Quarterly Review, October, 1918. John Murray.

The *Spectator*, which quoted this passage in discussing the matter (4th May), said that the one thing to be aimed at was "Simplicity," and doubtless this is true. Lord SUMNER's article forms an excellent running commentary on the efforts of Lord BRYCE's Conference.

Books of the Week.

Munitions of War Acts.—Employers and Workmen and the Munitions of War Acts, 1915-1917. By THOMAS ALEXANDER FYFE. Third Edition. Wm. Hodge & Co. 20s. net.

Criminal Law.—A Digest of the Law Practice and Procedure Relating to Indictable Offences; Being Archibold Abridged and Alphabetically Arranged. By ARTHUR DENMAN, M.A., F.S.A., assisted by WILLIAM CECIL BERNARD, M.A., LL.B., Barristers-at-Law. Second Edition. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Workmen's Compensation.—Workmen's Compensation and Insurance Reports, 1918. Part with Annotated Digest. Edited by W. A. G. WOODS, Barrister-at-Law. Annotated Index by GILBERT STONE, Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited). Ann. Sub., 15s.; postage, 1s.

Digest.—Mew's Digest of English Case Law. Quarterly Issue. October, 1918. By AUBREY J. SPENCER, Barrister-at-Law. Stevens & Sons (Limited). Sweet & Maxwell (Limited). 5s.

Company Law.—The Secretary and His Directors. By HERBERT W. JORDAN. Third Edition. Jordan & Sons (Limited). 2s. 6d. net.

CASES OF THE WEEK.

House of Lords.

FRED. DRUG HORN (LIM.) *v.* REDERI AKTIEBOLAGET TRANSATLANTIC. 11th and 12th November.

PRINCIPAL AND AGENT—CHARTER PARTY ENTERED INTO BY PERSON IN HIS OWN NAME AND DESCRIBED AS "THE CHARTERER"—RIGHT OF UNDISCLOSED PRINCIPAL TO SUE—EVIDENCE CONTRADICTING WRITTEN CONTRACT—ADMISSIBILITY.

By a charter party dated 8th February, 1910, it was agreed between the defendants, who were described as the owners of a named ship, and L. as "the charterer" thereof, that there should be a charter of the ship for a specified period. Subsequently, an action was begun by L. against the defendants claiming damages for breach of charter party, but before the action was heard L. died. An order was then obtained substituting the present respondents, a Swedish company, as the plaintiffs. When the action came on for trial, objection was taken on behalf of the defendants that the plaintiffs were not the proper persons to sue because they were not parties to the contract, the same having been entered into between the defendants and some person other than the plaintiffs—namely, L. The plaintiffs maintained that they were at liberty to adduce parol evidence to prove that L. entered into the contract as agent, and that they were his undisclosed principals.

Held, that the description in a charter party of a person as "the charterer" did not necessarily denote, as did the description "owner" in like circumstances, a position which only that person could fill; that there was nothing to exclude the general rule applying, that parol evidence might be adduced to shew that a person who had entered into a contract without mentioning that he did so as agent, was, in fact, agent for undisclosed principals, and therefore, if the evidence established this, the company were the proper persons to sue on the charter party.

Humble *v.* Hunter (1848, 12 *Q. B.* 310) *distinguished.*

Appeal by the defendants from an order of the Court of Appeal (reported 1918, 1 K. B. 394) affirming a judgment of Lush, J., in an action tried by him as a commercial cause without a jury. The facts sufficiently appear from the head note. At the close of the appellants' case, without hearing counsel for the respondents,

Viscount HALDANE moved that the appeal should be dismissed. The only question was whether evidence on a certain point was admissible. By the law of England, if B. contracted with C., *prima facie* that was a contract between those two only; but if at the time B. entered into the contract he was really acting as agent for A., evidence was generally admissible to shew that A. was principal, and then A. could take advantage of the contract as if it had been actually made between himself and C. That was what was meant by ratification. The limits within which that doctrine was applicable were fully explained in this House in *Dumont's case* (1891, A. C.). No question arose with regard to the applicability of that doctrine here, as the respondents said they could prove as a matter of fact that B. was acting as agent for them. But the principle was limited by another consideration, about which again there was no doubt. In *Humble* v. *Hunter* (12 Q. B. 310) it was approved, although it was not necessary to give a decision on the point, and in *Formby* v. *Formby* (102 L. T. Rep. 116), which had been cited with approval in other cases, it was laid down that evidence of authority of an outside principal was not admissible, if to give such evidence would be to contradict some term in the contract itself. In *Humble* v. *Hunter* (*supra*) it was held that where a charterer dealt with somebody described as the owner, evidence was not admissible to shew that somebody else was the owner. That was perfectly intelligible, but that was not the question here, which was one of agency and not ownership. In the latter case—*Formby* v. *Formby* (*supra*)—the term was "proprietor," and the Court of Appeal regarded it as on the same footing as the expression "owner." The question was whether that principle applied to a charter party where the person who, it was said, signed only as agent had described himself as "the charterer." The term "charterer" was a very different term from the term "owner" or the term "proprietor." Their lordships had to determine whether the evidence of authority was inadmissible from the fact of Lundgren's being described as "the charterer." It was contended that the term "charterer" was meant simply to describe a particular person, who was to carry out the provisions of the charter party, and that for the purpose of working out the rights and obligations under the charter party it was essential to treat the person so described as a *persona designata*. The answer to that was that there was nothing in the terms of this charter party which gave rise to any such difficulties. For these reasons he thought the view taken by the Court of Appeal and Lush, J., was right.

Lords SHAW, SUMNER and WRENBURY gave judgment to the like effect.—COUNSEL, for the appellants, *Compston*, K.C., and *Jowitt*; for the respondents, *Mackinnon*, K.C., and *Simey*. SOLICITORS, *J. A. & H. E. Farnfield*; *William A. Crump & Son*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

KENWORTHY *v.* KENWORTHY. No. 1. 9th November.

DIVORCE—PRACTICE—WIFE'S PETITION FOR DISSOLUTION—HUSBAND'S ANSWER COUNTER-CHARGING ADULTERY WITH NAMED MAN AND UNKNOWN MAN—CITATION OF NAMED MAN NECESSARY—LEAVE REQUIRED TO DISPENSE WITH CITATION OF UNKNOWN MAN—FORM OF ORDER—MATRIMONIAL CAUSES ACTS, 1857 (20 & 21 VICT., C. 85), S. 28, AND 1866 (29 & 30 VICT., C. 32), S. 2—DIVORCE RULES, R. 206.

Where a husband by his answer to his wife's petition for dissolution of marriage counter-charges her with adultery, he must cite the alleged adulterer, or obtain the leave of the Court to dispense with citing any such adulterer whose name is unknown to him, in the same manner as if he had presented a petition for divorce. If he has omitted to take either of these steps, the proceedings are not in order, and the cause cannot be set down for trial. The Court, however, will make an order, upon the wife's application, striking out so much of the husband's answer as alleges adultery and claims relief, unless within a limited period he takes the above-named steps.

Wheeler *v.* Wheeler (14 *P. D.* 154), *and* Harrop *v. Harrop* (1899, *P.* 61) *applied.*

Appeal by the petitioner (the wife) from a decision of Horridge, J. (reported *ante*, p. 56). The wife peitioned for the dissolution of her marriage on the grounds of her husband's cruelty and adultery. The husband filed an answer denying these charges, and counter-charged the petitioner with adultery with a man, whom he named, and also with a man unknown, and asked for a dissolution of marriage on that ground. The petitioner, after sufficient time had elapsed, took out a summons before the registrar to have the answer taken off the file, on the ground that the respondent had not cited the man named, nor obtained the leave of the Court to proceed without citing the man unknown. The registrar refused to make any order on the summons, but also refused to give his certificate, under rule 206, that the pleadings and proceedings were in order, and added a note to his order, "prayer for dissolution of marriage in answer." The effect of this refusal was to prevent the cause being set down for trial. The petitioner appealed from this decision to Horridge, J., who adjourned the summons into Court for argument, and dismissed it, referring in his judgment to *Wheeler* v. *Wheeler* (1889, 14 P. D. 154) and several other authorities. The petitioner appealed, and did not ask to have the answer taken off the file, but contended that the proceedings were in order, as no relief was claimed against the alleged adulterers, and they had no right to intervene, and that she could not compel the husband to make them parties to the suit.

THE COURT dismissed the appeal.

SWINFEN EADY, M.R., having stated the facts, proceeded: In his lordship's opinion, the Judge was right in saying that it was the settled practice of the Court that the alleged adulterer should be cited, or, if unknown, that leave should be obtained to dispense with service upon him. In *Wheeler* v. *Wheeler* (14 P. D. 154), Butt, J., said: "It is the clearly established practice of the Court to require him (the husband) to state who the person is who is charged with committing adultery with his wife, and to make him a party to the suit." That was also the practice where a husband, in answer to a wife's petition, alleged her adultery and claimed relief. Again, in *Harrop* v. *Harrop* (1899, P. 61), Gorell Barnes, J., said: "The effect of the two sections is, I think, that where the answer of the respondent is, as in this case, merely an answer, the Court cannot make a decree for dissolution. This can only be done when the answer contains a claim for cross-relief, and in that case the respondent, if a husband, is bound to make the alleged adulterer a co-respondent, a party, as he would have had to do in case he had presented

a cross-petition." That was not only the settled practice of the Court, but the obviously proper course to pursue, and no distinction could be drawn between cases of original petitions and cases of answers claiming cross-relief. The appeal on that point therefore wholly failed. But the order which should have been made in the Court below ought now to be made, and that was that, unless within fourteen days, or such further time as the Judge in chambers might allow, the respondent cited the alleged named adulterer, and applied for leave to dispense with citation of the alleged unknown adulterer, then paragraphs 2, 3, and 4 of his answer alleging his wife's adultery and praying for substantive relief must be struck out. The effect would be to put the proceedings into proper order and enable the petitioner to apply for and obtain a certificate that they were in order.

BANKES, L.J., and EVE, J., delivered judgment to the same effect.—COUNSEL, *Acton Pile; W. O. Willis.* SOLICITORS, *Hamlins, Grammer & Hamlins; G. H. Herbert.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

Re **WEATHERLEY.** No. 2. 12th November.

PRACTICE—ATTACHMENT—"WHERE THE RELATIONSHIP OF SOLICITOR AND CLIENT EXISTS OR HAS EXISTED"—ORDER TO DELIVER CASH ACCOUNT—MONEYS RECEIVED BY HIM—ORDER TO PAY "AMOUNT DUE FROM HIM" TO THE APPLICANT—UNCERTAINTY—R.S.C., ORD. LII., R. 25.

Ord. 52, r. 25, of the R.S.C. directs that "where the relationship of solicitor and clients exists or has existed, a summons may be issued by the client or his representatives for the delivery of a cash account or the payment of moneys or the delivery of securities, and the court or a judge may from time to time order the respondent to deliver to the applicant a list of the moneys or securities which he has in his custody or control on behalf of the applicant, or to bring into court the whole or any part of the same within such time as the court or judge may order. . . ."

An order was made directing that the appellant should be ordered "to deliver to the applicant a cash account shewing the moneys received by him for and on account of the applicant and to pay the moneys due from him to the applicant, and such further order as to the taking of any account or production of any papers as might seem fit." The order was not complied with, and Salter, J., in chambers, made an order under which the appellant was committed to prison.

Held, that the order directing the payment of money "due from the appellant to the applicant" was too uncertain and vague, and therefore both the order for attachment and the writ must be set aside as being irregular and bad.

Appeal from an order of the Divisional Court refusing to set aside an order of Salter, J., in chambers, directing a writ of attachment to issue which had been obtained by the applicant against the appellant under the following circumstances: The applicant, Lilian A. C. Weatherley, alleged that the appellant, who was her brother, had received certain moneys on her behalf for investment while acting as her solicitor. The appellant denied that he acted professionally for his sister in the matter, although he had acted as her solicitor on a previous occasion, and said that he was not indebted to the applicant in any sum whatever. On 23rd July, 1917, the applicant took out an originating summons headed "In the matter of L. C. S. B. Weatherley, a solicitor," that the appellant should be ordered to deliver to the applicant a cash account shewing the moneys received by him for and on account of the applicant, and to pay the moneys due from him to her, and such further order as to the taking of any necessary account or production of any papers or otherwise as might seem fit. The summons came before Master Chitty on 18th October, 1917, and after hearing evidence he made an order that the appellant "do within fourteen days from the service of this order deliver to the applicant a cash account shewing all moneys received by him for and on account of" the applicant, and "do within the time aforesaid pay to" the applicant "the amount due from him" to the applicant. This order was in the form set out in Chitty's King's Bench Forms, 14th ed., p. 24. On 28th January, 1918, the applicant applied to Darling, J., in chambers, for leave to issue a writ of attachment against the appellant for contempt in neglecting, pursuant to the order of 18th October, 1917, to deliver within the time limited by the order named a cash account shewing all moneys received by him for and on account of the applicant, "and to pay within the time limited to the applicant the amount due from him to the" applicant. On 31st January, 1918, the writ of attachment was issued against the appellant, and he was imprisoned under it in June, 1918. The indorsement on the writ was that it was issued pursuant to the order of 28th January for such default as was therein mentioned, not being a default in payment of money, the words "being a default in payment of money under section 4 of the Debtors Act, 1869," being struck out. In September, 1918, the appellant applied in chambers to have the order of 28th January, 1918, set aside and the writ of attachment discharged, on the ground that they were erroneous, irregular, and void, for, among other reasons, because (1) the order of 18th October, 1917, was unenforceable by attachment, since it ordered the payment of a sum of money uncertain in amount and not ascertainable until the expiration of the time within which it was ordered to be paid; (2) the order of 28th January, 1918, and the writ of attachment were, and were expressed to be made against the appellant for money due and payment of a sum of money which was not certain or specified; (3) nor was the default expressed to be one of the defaults excepted from the operation of the Debtors Act, 1869, by section 4; and (4) the writ and the attachment was not and could not be properly indorsed in accordance with rule 19 of the Practice Masters' Rules.

BANKES, L.J., in giving judgment, said that he came to the conclusion, with great reluctance, that the appeal must be allowed, because, on the materials before the Court, the appellant seemed to have no merits. But it was a salutary rule that a person's liberty should not be taken away unless the proceedings were in order. In this case the proceedings, which led up to the writ of attachment, were not in order. The order of 18th October, 1917, was made under ord. 52, r. 25, in the form set out in Chitty's King's Bench Forms, 14th ed., p. 24. In his opinion, that form needed reconsideration. It was a form of order to be made against a person between whom and the applicant the relationship of solicitor and client existed or had existed. The form ordered the solicitor to deliver to the applicant a cash account "shewing all moneys received by him for or on account of the said" applicant. These latter words were in addition to the language of the rule. No doubt what was meant was a cash account in the ordinary sense of debtor and creditor account, but the words were capable of being read as applying only to one side of the account. The form then went on to order payment to the applicant of the "amount due" from the solicitor. "Amount due" left the person in doubt as to its meaning. If it had said the sum shewn by the cash account to be due, and had ordered payment of that sum, it would have been a good order, because the person had to render an account in which the sum admitted to be due would be stated, and for non-payment of that amount the order for attachment would issue. The order, as it now stood, was too meagre and indefinite as to the payment of money to found an order for attachment, and on that ground the appeal must succeed. As regarded the writ of attachment, the writ as issued had an indorsement on it which further complicated the matter. The words in the indorsement stating a default in payment of money under section 4, subsection 4, of the Debtors Act, 1869, were struck out. He thought that shewed that the applicant was relying rather on the default in delivering a cash account than on the non-payment of money. But here, again, there was an irregularity which made the ground of attachment uncertain and too vague. If the writ had been founded on an order referring only to that part of the order for the delivery of a cash account, the Court would not interfere. But, having regard to the rule that the Court must see that the procedure was regular, it could not sever the order and say that it was partly good and partly bad, and the party was properly in prison for disobeyance to that part of it which was good. The order was made as a whole. As a whole it was incapable of enforcement by attachment, because it was too vague and indefinite, and did not shew grounds upon which the appellant could purge his contempt. The order for attachment and the writ must be discharged.

WARRINGTON, L.J., was of the same opinion. As it stood, the order for attachment was open to several objections and was wholly irregular. As to the form of the order for an account, it was unfortunately expressed, because in terms the account referred to was one "shewing all moneys received by him," and nothing was said about payments by him. It was not stated to be on account of moneys received and expenses incurred by the appellant. The only remaining question was whether the Court could separate the part of the order for non-compliance with which an attachment could issue from that part of the order on which an attachment could not issue. In his opinion it could not.

SCRUTTON, L.J., was of opinion that in such a case as this, involving, as it did, the liberty of the subject, the consideration of the question should be approached from a point of view different from that suggested by the respondent's counsel. He founded himself upon the observation of Kay, J., in *Petty* v. *Daniel* (34 Ch. D. 181), where that learned Judge said: "Much has been said to me about the liberty of the subject, but I have not much respect for the liberty of the subject who deserves to be in prison." That seems to him to be a most dangerous principle to act upon, and he felt sure that the learned Judge would not have given expression to that observation if he had been accustomed to try criminal or circuit cases. He preferred to adopt the rule laid down by Bowen, L.J., in *Evans* v. *Noton* (9 T. L. R. 109), that "every subject of Her Majesty had a right to say that he ought not to be put in prison unless every iota of the rules had been satisfied"—a rule which was repeated substantially in *Re Wilde* (1910, W. N. 129) by Lord Cozens-Hardy, M.R., who said that "the Court could not be too strict in matters affecting the liberty of the subject." Ord. 52, r. 25, gave power to the court or a judge to order a solicitor, upon a summons by his client, "to deliver to the applicant a list of the moneys or securities which he has in his custody or control on behalf of the applicant, or to bring into court the whole or any part of the same." Under that rule Master Chitty made an order in the form set out in Chitty's King's Bench Forms, 14th ed., p. 24. The order required the solicitor to deliver a cash account shewing all moneys received by him for and on account of the client, and to pay to the client the amount due from him. The "amount due" was not made dependent upon the amount found due on the accounts being taken, and without reference to the debit and credit sides of the account. The solicitor did not deliver a cash account or pay any money. He was inclined to think that the solicitor might have been attached for not delivering a cash account, but not for non-payment of the amount due, because undoubtedly no specific amount was ascertained to be due: *Re Spicer* (1831, W. N. 85). The order for attachment was founded upon the order of Master Chitty, and directed the

writ of attachment to issue for both defaults. In his opinion the order for attachment and the writ were both bad, because they included a matter for which a writ of attachment could not issue, and as it involved the liberty of the subject it could not be severed and treated as valid for the matter for which it could stand. If the order were merely irregular, different considerations might apply; but where part of the order for attachment was bad, the writ of attachment could not issue. Appeal allowed.—COUNSEL, for the appellant, *Disturnal*, K.C., and *du Parcq*; for the respondent, *Giveen*. SOLICITORS, for the appellants, *Kenneth Brown, Baker & Baker*; for the respondent, *J. R. Cordew-Smith*.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

BURNS *v.* SIEMENS BROTHERS DYNAMO WORKS (LIM.).
Astbury, J. 6th November.

COMPANY—RECTIFICATION OF REGISTER OF SHAREHOLDERS—SHARES—JOINT HOLDERS—REGISTRATION IN DIFFERENT ORDER—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, c. 69), s. 32.

The Court's power to alter the register of shareholders is not limited to cases specified in the Companies (Consolidation) Act, 1908, s. 32, but the Court has inherent jurisdiction to see that legal owners of shares are not hampered in the exercise of their rights, and that their names are so entered on the register as to enable them to exercise their voting powers as effectually as possible.

Legal owners of shares who are joint holders are entitled to have their names entered on the register in any order they like.

Re Saunders & Co. (1908, 1 *Ch.* 415) *followed*.

Substantive relief ought not to be given on an interlocutory application.

This was an action by Burns and Hambro, who were the trustees of the debenture holders of the Siemens Company, against the defendants, called for shortness in this report the Dynamo Company, asking for a declaration that they were entitled to have the register of the Dynamo Company altered in the way they asked by splitting their holding and putting Burns' name first for half and Hambro's name first for the other half, and for an order for such alteration, and for an injunction to restrain the Dynamo Company from holding a general meeting pending the alteration. On an interlocutory application by motion, Astbury, J., made an order to rectify the register, which was discharged by the Court of Appeal on the ground that substantive relief ought not to be given on an interlocutory application. The facts were these: These trustees held all the shares in the Dynamo Company except seven, as part of the specifically mortgaged premises of the Siemens Company. The other seven shares were held by directors of the Siemens and Dynamo Companies. The Dynamo Company worked a special branch of the Siemens Company's business. The block of shares were registered in the names of Burns and Hambro, in that order, but Hambro being under certain disabilities under the articles of the Dynamo Company, if Burns was ill or absent the voting power might be lost. The seven other shareholders were not available as proxies for the trustees, as they represented the Siemens Company's interests. Article 1 said that words imputing the singular number only were to include the plural number. Article 31 provided that only one certificate for shares held in joint names was to be issued. Article 143 provided that on any question to be decided by poll, every member present at the meeting in person or by proxy and entitled to vote thereat had one vote for every share held by him. Article 147 provided that if more than one were jointly entitled to a share, the person whose name stood first in the register of members as one of the holders of the share, and no other, was entitled to vote in respect thereof. Article 150 provided that a member entitled to vote might not appoint any other member entitled to vote as his proxy in voting at the poll. The trustees sought to split their holding as stated above. Counsel for the trustees contended that the trustees were entitled to have their names entered in any order they chose. They referred to *Re Saunders & Co.* (*supra*). The splitting would not increase the voting power on the poll, but only render it more effectually exercisable. There is inherent jurisdiction in the Court to alter the register, apart from section 32 of the Companies (Consolidation) Act, 1908. The articles will still be complied with, as there will only be one certificate for each block. Counsel for the defendant company contended that there was no precedent for splitting one joint holding into two joint holdings by the same persons with their names in different order.

ASTBURY, J., after stating the facts, said: Article 31 merely means that there shall be only one certificate in respect of each block of shares held in joint names. Article 147 prevents double voting in respect of the same block, and article 150 enables the member entitled to vote to appoint "any other member entitled to vote" as his proxy for a poll. These articles have no bearing on the question whether a joint holding can be split into two joint holdings of different blocks of shares as the trustees desire. The trustees are the legal owners of the shares with full voting rights under the articles. It was intended that these rights should be a reality; but as matters stand, if Burns is ill or absent the rights are evanescent. There is no direct authority on the question of the splitting of a joint holding, but the remarks in *Re Saunders & Co.* (*supra*) are not in favour of the Dynamo Company's contention. Section 32 of the Companies (Consolidation) Act, 1908, is not exhaustive. It provides for the rectification of wrong entries or omissions, but it does not negative other modes of altering the register, or prevent joint owners from preserving, as distinct from increasing, their rights. The Dynamo Company is under an obligation in law not to prevent the trustees from exercising their rights in respect of their absolute domination over the shares. The trustees' request is reasonable in order to enable them to exercise their voting rights, which otherwise might be jeopardised without their fault. They are entitled to have their names so entered upon the register as to enable them to exercise their voting powers as effectually as possible, and the register must be altered as they desire, not because of any wrong entry or omission under section 32, but because, under the Dynamo Company's articles, the trustees ought at all times to be able to exercise their joint rights as members.—COUNSEL, *Hon. Frank Russell*, K.C., and *H. E. Wright*; *Gore Browne*, K.C., and *Percy Wheeler*. SOLICITORS, *Bircham & Co.*; *Roney & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

SOANES *v.* LONDON AND SOUTH WESTERN RAILWAY CO.
Div. Court. 20th November.

RAILWAY COMPANY—CARRIAGE OF PASSENGERS' HAND-LUGGAGE—LOSS WHILE IN CHARGE OF PORTER—PORTER NOT EMPLOYED AT THE PARTICULAR STATION—GENERAL AGENT.

A porter employed by the company at their station at Hampton went up to London on his own business, and, while at the Waterloo Station of the company, in his ordinary livery, was requested by a passenger to take charge of his luggage while he went to the refreshment-room during his waiting for the next train to his destination. Having returned in about twenty-five minutes, the passenger was informed by the porter that one of his bags had been lost or stolen.

Held, that the porter was a general agent of the company for doing the kind of work which he was apparently doing at Waterloo Station, and that he was acting within the scope of his authority as such agent, and the company were liable for the loss of the luggage.

Appeal by plaintiff from the Southwark County Court. Claim for £15 3s. damages for loss of handbag and its contents which was entrusted to defendants' servants for the purpose of transit on 29th September, 1917. The facts found by the county court judge were as follows: The plaintiff, who had to use crutches, drove up to the Waterloo Station, accompanied by a lady, to catch, as he said, the 4.50 train, but really 5.40. The porter took two bags from the taxicab and followed him while he took his tickets, and then they went to the barrier. He was told at the barrier that there was no such train as 4.50. The next was about an hour later. He asked the porter to take charge of the luggage while he went to have some tea. He went, with his friend, to the refreshment room, and returned to the barrier in twenty-five minutes and got into a compartment. The porter came running up with one bag, and said he had lost the other. The county court judge found that the plaintiff did not leave his bags in the possession of the porter for future transit, but that he was prosecuting his journey all the time. On this point he followed the authority of *Great Western Railway Co. v. Bunch* (13 App. Cas. 31, 36 W. R. 785), which decided that if the luggage was entrusted to a porter for future transit the company were not liable, but were responsible if it were delivered with a view to its accompanying the passenger on his present journey. But a further point was raised by the defendants, that the porter was not acting within the scope of his authority. The porter was not employed at Waterloo Station, but at Hampton. He had come up to town to buy a pair of boots for himself, and not on any business of the company. He went through Waterloo Station, and, being asked by the plaintiff to take his bags, he did so; but he was not employed in the station work at Waterloo. The judge held that he was not acting within the scope of his authority, and gave judgment for the defendants.

COLERIDGE, J.—The question of fact arose here whether, under the circumstances, the plaintiff was continuing or had broken his journey. This point was determined by the judge holding that the plaintiff had not broken his journey. That point being disposed of in favour of the plaintiff, another interesting and important question arose. The porter was not one of the porters engaged in the duties of a porter at Waterloo Station. He was a porter in the service of the defendants, but engaged at the station at Hampton. His hours of employment there had ceased on the day in question, and he had come on his own business to London to buy a pair of boots. He had travelled by train from Hampton to Waterloo, and he wore his livery as a porter. He appeared to be in the employment of the company, and was taken, of course, by the plaintiff to be one of the porters at the Waterloo Station. As he thus seemed to be acting in that capacity, the plaintiff entrusted his luggage to him, and he took it and went through the barrier with it. It was doubtful whether he remained in charge of the luggage during the absence of the plaintiff, or whether he went away and left it. He must have lost sight of it at some period, because the luggage was lost or stolen. The question to be determined was whether, under these circumstances, the company were liable as common carriers. On this two points arose. It seemed to be settled law that, supposing a passenger were continuing his journey when he gave his luggage to a porter to be taken to the luggage van or to the compartment in which he was to travel, the company were common carriers of that luggage. As to this, the county court judge found that the plaintiff was in fact continuing his journey when the luggage was entrusted to the porter. The judge

found that the porter was not authorized in fact to take any part of the station work at Waterloo. Did that settle the question in favour of the defendants? He (Coleridge, J.) did not think it did. It depended on further facts which might prevent his not being expressly authorized from being conclusive. The porter was in the service of the railway company; he was a general agent for the company, certainly at Hampton, to perform the usual duties of a porter; such acts as he did at Waterloo Station. The statement in Story on Agency, 9th ed., sec. 126, p. 141, applied most accurately to the circumstances of this case, viz., that "the principal will be bound by the acts of his agent within the scope of the general authority conferred on him, although he violates by those acts his private instructions and directions which are given to him by the principal, limiting, qualifying, suspending or prohibiting the exercise of such authority under particular circumstances." It was quite clear that in the present case there was no evidence of prohibition, and from the fact of this porter being in the appropriate uniform, and apparently at his ordinary work at Waterloo Station, it must be inferred that he was acting within the scope of his authority as a general agent, and, under these circumstances, the fact that he was not, in one sense, acting as such general agent at Waterloo, whereas he would have been so acting at Hampton, would come under the definition of the quotation from Story on Agency. To hold the contrary would be to impose an impossible task on all travellers. They would have to inquire from each porter whether he was engaged in that particular station at that particular hour, whether his work had ceased, whether he was properly working at a particular platform; all sorts of questions of that kind could be raised. The appeal should be allowed.

AVORY, J., delivered a judgment to the same effect, and observed that there was an estoppel established against the company, and that there was evidence upon which the county court judge ought so to have held.—COUNSEL, *C. M. Pitman*, for the appellant; *Sir B. D. Acland*, K.C., and *Hon. Henn Collins*, for the respondents. SOLICITORS, *Oldman, Cornwall, & Wood Roberts; W. Bishop.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

MANUBENS *v.* **LEON.** Div. Court. November 15th.

MASTER AND SERVANT—WRONGFUL DISMISSAL—DAMAGES—TIPS.

The plaintiff, a hairdresser's assistant, entered into employment with the defendant, his remuneration being a weekly salary, commission on sales to customers, and he was also to take the gratuities, or tips, which he expected to receive from customers. The defendant wrongfully dismissed the plaintiff without giving him a week's notice to which he was entitled.

Held, that the plaintiff could claim as an item in the damages flowing from the breach of the contract by the defendant the amount of the tips which he would have received from customers if he had not been wrongfully dismissed.

Appeal from the Westminster County Court. The plaintiff, a hairdresser's assistant in the employment of the defendant, sued for the sum of £4 5s. 9d. as damages for wrongful dismissal. This sum was made up of commission for week ending 24th November, 10s. 9d.; one week's wages in lieu of notice, £1 15s.; commission which he would have earned for week ending 1st December, 10s.; tips, ditto, ditto, £1 10s. The deputy county court judge was not satisfied that there was any express contract with the employer as to the receipt of tips, but the practice of receiving them was open and notorious, and sanctioned by the employer, and he found that it was an implied term of the contract that the plaintiff should be at liberty to receive them. He held that the plaintiff was dismissed without notice and without any legal justification, but that in the assessment of damages for the wrongful dismissal the tips received by the plaintiff were not to be taken into account. In his judgment the deputy county court judge said that tips were uncertain in amount, and could not be claimed as of right from the customers, but they were recognized by the courts as subjects of compensation, not merely in proceedings under the Workmen's Compensation Acts, but in actions against third parties for negligence, as, for instance, in the case of street accidents to cabmen. In some trades it had long been open and notorious, and innumerable occasions for claiming loss of tips must have arisen, yet it seemed that this was the first instance of such a claim as this being put forward; and to hold that there was a right by the plaintiff to the tips that he claimed would have the practical effect of making a new law for employers and workmen.

LUSH, J., said the question raised was one of some importance. The plaintiff was employed as a hairdresser's assistant, and, in the ordinary course of his service, he was, in addition to salary, entitled to commission on the goods he sold to customers. He also received gratuities, or tips, from the persons on whom he attended. The defendant wrongfully dismissed him, and defendant admitted that he was bound to pay the plaintiff, in addition to his agreed salary, damages for the loss of commission which the plaintiff would have earned if he had been permitted to fulfil his ordinary duties. The defendant, however, refused to recognize as an item of the plaintiff's claim to damages any claim in respect of the loss of his tips which he would have received if he had been permitted to continue in the service of the defendant under due notice. The deputy county court judge held, in a very careful judgment, that the employer was right, and that the plaintiff was not entitled to recover more than the loss of salary and the loss he incurred by reason of having been prevented from earning his commission. The question was whether that was right or wrong. In the opinion of the learned Judge (Lush, J.) the view of the deputy county court judge was erroneous. The plaintiff was entitled, upon the defendant's repudiation of the contract, to recover for the loss he had sustained by reason of the defendant's breach of contract; the loss being measured by, or being represented by, the damages flowing from the breach within the contemplation of the parties to the contract. It was clearly within the contemplation of the parties to the contract that the plaintiff would have earned these tips. The deputy county court judge thought it was an implied term of the agreement that the plaintiff should be entitled to receive the tips, and that the defendant knew and contemplated that the contract was made so that if it were broken by him the plaintiff would sustain a loss in respect of tips which would otherwise have been received by him. He (Lush, J.) did not say that the defendant undertook to let the plaintiff cut the hair of customers, but he undertook that he would not put the plaintiff into such a situation that he would be prevented from receiving the remuneration which he would have received in the ordinary course if he fulfilled the duty for which he was engaged. This being so, the plaintiff was entitled to add to his damages the item in dispute. The defendant did prevent the plaintiff from earning the tips, and thus broke the contract; and part of the damages the plaintiff was entitled to was these tips. Judgment should be entered for the plaintiff.

BAILHACHE, J., agreed.—COUNSEL, *Colam*, K.C., and *Fortune*. SOLICITORS, *Corbin, Greener, & Cook;* the defendant did not appear.

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

The King's Speech.

The following is the text of the Speech delivered by the King on the 21st inst. on the Prorogation of Parliament. The dissolution followed on the 25th inst.

My Lords and Gentlemen,

The occasion on which I address you marks the close of a period which will be for ever memorable in the history of our Country.

The War, upon which all the energies of My Peoples throughout My Dominions have for more than four years been concentrated, has at length been brought to a triumphant issue. The conclusion of an Armistice with the last of the Powers that have been ranged against us gives promise at no distant date of an honourable and enduring peace. I have already sought an opportunity of expressing publicly to My Peoples and to My Allies the sentiments of heartfelt admiration and gratitude with which I regard the supreme and self-sacrificing devotion that has led to this glorious result. Amidst our rejoicing let us not forget to render humble thanks to Almighty God for the success with which it has pleased Him to crown our arms.

Gentlemen of the House of Commons,

I thank you for the unfailing patriotism with which you have made provision for the requirements of the War.

My Lords and Gentlemen,

The exertions which have carried us to victory in the field must in no wise be abated or slackened until the ravages of war have been repaired, and the fabric of our national prosperity has been restored. Through the extension of the suffrage which this Parliament has carried into effect, all classes of My People will have an opportunity of inspiring and guiding this beneficent undertaking. I trust that the spirit of unity which has enabled us to surmount the perils of war will not be wanting in the no less arduous task of establishing on the sure foundation of ordered liberty the common welfare of My People.

In bidding you farewell, I pray that the blessing of Almighty God may rest upon your labours.

A Proclamation

FOR DISSOLVING THE PRESENT PARLIAMENT, AND DECLARING THE CALLING OF ANOTHER.

GEORGE R.I.

Whereas We have thought fit, by and with the advice of Our Privy Council, to dissolve this present Parliament which stands prorogued to Friday, the Thirteenth day of December next: We do, for that End, publish this Our Royal Proclamation, and do hereby dissolve the said Parliament accordingly: And the Lords Spiritual and Temporal, and the Knights, Citizens, and Burgesses, and the Commissioners for Shires and Burghs, of the House of Commons, are discharged from their Meeting and Attendance on the said Friday, the Thirteenth day of December next: And We being desirous and resolved, as soon as may be, to meet Our People, and to have their Advice in Parliament, do hereby make known to all Our loving Subjects Our Royal Will and Pleasure to call a new Parliament: And do hereby further declare, that, by and with the Advice of Our Privy Council, We have given Order that Our Chancellor of that Part of Our United Kingdom called Great Britain and Our Chancellor of Ireland do respectively, upon Notice thereof, forthwith issue out Writs, in due Form and according to the Law, for calling a new

Parliament: And We do hereby also, by this Our Royal Proclamation under Our Great Seal of Our United Kingdom, require Writs forthwith to be issued accordingly by Our said Chancellors respectively, for causing the Lords Spiritual and Temporal and Commons who are to serve in the said Parliament to be duly returned to, and give their Attendance in, Our said Parliament on Tuesday, the Twenty-first day of January next, which Writs are to be returnable in due course of Law.

25th November. [*Gazette*, 26th November.

Order in Council.

THE NEW PARLIAMENT.

His Majesty, having been this day pleased by His Royal Proclamation to dissolve the present Parliament and to declare the calling of another, is hereby further pleased, by and with the advice of His Privy Council, to order that the Right Honourable the Lord High Chancellor of that part of the United Kingdom called Great Britain, and the Right Honourable the Lord Chancellor of Ireland, do respectively, upon notice of this His Majesty's Order, forthwith cause Writs to be issued in due form and according to Law for the calling of a new Parliament, to meet at the City of Westminster on Tuesday, the Twenty-first day of January next: which Writs are to be returnable in due course of Law.

25th November. [*Gazette*, 26th November.

New Statutes.

On the 21st inst. the Royal Assent was given to the following Acts:—

Appropriation Act, 1918.
Isle of Man (Customs) Act, 1918.
Loans (Incumbents of Benefices) Amendment Act, 1918.
Midwives Act, 1918.
Special Commission (Belfast Prison) Act, 1918.
Burghs Gas Supply (Scotland) Amendment Act, 1918.
Stockbrokers (Ireland) Act, 1918.
Education (Scotland) Act, 1918.
Parliament (Qualification of Women) Act, 1918.
Petroleum (Production) Act, 1918.
School Teachers (Superannuation) Act, 1918.
Police (Pensions) Act, 1918.
Representation of the People (Amendment) Act, 1918.
Affiliation Orders (Increase of Maximum Payment) Act, 1918.
Constabulary and Police (Ireland) Act, 1918.
Tithe Act, 1918.
Termination of the Present War (Definition) Act, 1918.
Defence of the Realm (Employment Exchanges) Act, 1918.
Wages (Temporary Regulation) Act, 1918.
War Pensions (Administrative Provisions) Act, 1918.
Ministry of Munitions Act, 1918.

And to a number of Provisional Orders and Local and Private Acts.

The Guardianship of Infants Act, 1886.

The Lord Chancellor has nominated Mr. Justice Sargant to be the Judge of the Chancery Division for the purposes mentioned in rule 7 of the rules made in pursuance of the Guardianship of Infants Act, 1886.

House of Lords,
21st November, 1918.

County Court Order.

The courts and offices of the county courts in England and Wales shall be closed on Saturday, 14th December, 1918.

Dated the 19th day of November, 1918.

(Signed) FINLAY, C.

War Orders and Proclamations, &c.

The *London Gazette* of 22nd November contains the following, in addition to matter printed below:—

1. An Order in Council, dated 19th November, extending to the Isle of Man, with certain adaptations, the Defence of the Realm Regulations of 27th September, 1918 (other than Article 3 thereof).

The *London Gazette of* 26th November contains the following:—

2. A further Notice that Licences under the Non-Ferrous Metal Industry Act, 1918, have been granted by the Board of Trade to certain companies, firms, or individuals. The present list includes sixteen names.

3. A Notice that an Order has been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1918, for the realisation and distribution of the assets of the undermentioned business:—

Arnold Otto Meyer and Company, late London House, Crutched Friars, London, E.C., Merchants and Agents.

4. An Admiralty Notice to Mariners (No. 1380 of the year 1918, revising No. 736 of 1918), relating to English Channel, North Sea, southern portion, with Rivers Thames and Medway and approaches. Pilotage and Traffic Regulations.

Order in Council.

NEW DEFENCE OF THE REALM REGULATIONS AND REVOCATIONS.

[Recitals.]

It is hereby ordered that the following amendments be made in the Defence of the Realm Regulations:—

Taking of Premises for Ministry of Pensions.

1. The following regulation shall be inserted after Regulation 2AAA:—

"2AB. It shall be lawful for the Commissioners of Works to take possession of any land, including buildings thereon, which the Minister of Pensions may certify to be required for the purpose of accommodating the staff of the Ministry of Pensions or of otherwise carrying into effect the Naval and Military War Pensions, &c., Act, 1915.

"It shall be lawful for the Commissioners of Works, or, as respects Ireland the Commissioners of Public Works in Ireland, with the consent of the Treasury, to take possession of any land, including buildings thereon, which the Minister of Labour may certify to be required, in connection with any scheme of demobilisation, for the purposes of employment exchanges or the accommodation of the staff of any department of the Ministry constituted for reinstating in civil life persons who, during the present war, have been serving in His Majesty's forces or otherwise engaged in work of national importance."

Revocation.

2. The regulations mentioned in Part I. of the Schedule to this Order shall be revoked, and those mentioned in the first column of Part II. of that Schedule shall be revoked to the extent specified in the second column of that Part, and no further orders, authorities, or requirements shall be made, given or issued under the regulations mentioned in Part III. of that Schedule, and in Regulation 14G the words "or a British subject proceeding as a passenger from one part of Great Britain to another or from one part of Ireland to another" shall be omitted, and after the words "United Kingdom" there shall be inserted the words "for a place outside the United Kingdom."

SCHEDULE.

PART I.

REGULATIONS WHOLLY REVOKED.

The regulations numbered 2B, 2T, 6, 7A, 8B, 9, 9B, 9BB, 9C, 9D, 9DD, 12, 12B, 12C, 13, 14D, 14E, 15B, 16, 17A, 17B, 18B, 18C, 19, 25, 25A, 25B, 25C, 26, 27AA, 29C, 30AA, 35B, 35BB, 40D, 41A, 41AAA, 41AB, 41C, 45A, 45B, 45C, 45D, 53A, 53B, 56B, and 61A.

PART II.

REGULATIONS PARTIALLY REVOKED.

No. of Regulation	Extent of Revocation.
12A	The second paragraph.
14G	Subsection (2).
21	The words "carry or liberate or" and the words "or found carrying or liberating."
39B	The words "and no person in the employment of a pilotage authority as master or member of the crew of any vessel belonging to the authority," the words or in the employment of a pilotage authority as master or member of the crew of a vessel belonging to the authority" wherever they occur, the words "if employed by a general lighthouse authority," and the words "and if employed by a pilotage authority to the Admiralty."
53	The first paragraph.

PART III.

REGULATIONS UNDER WHICH FURTHER ORDERS NOT TO BE MADE.

The regulations numbered 2AA, 8C, 8CC, and 9GGG.
25th November. [*Gazette*, 26th November.

Board of Trade Orders.

THE HAY AND STRAW ORDER, No. 4, 1918.

1. This Order applies to all horses in Great Britain except those mentioned in the First Schedule.

2. No person without the consent in writing of the Controller of Horse Transport shall feed or cause or permit to be fed any long hay to any horse to which this Order applies.

3. No person without such consent as aforesaid shall feed or cause or permit to be fed to any such horses any hay except in accordance with the scale set out in the Second Schedule.

4. No person without such consent as aforesaid shall use any oat straw, wheat straw or hay for the purpose of bedding horses or for the purpose of packing.

5. No person shall manufacture for sale or sell any mixed chaff containing less than two-thirds of hay, and if required by the purchaser the vendor shall give him at the time of sale a written certificate to that effect, and shall also, if required, supply hay chaff and straw chaff separately.

6. Any person or persons in possession of a horse or horses to which this Order applies shall keep a record in writing in sufficient detail to show (1) the number of horses kept by him in each class referred to in Schedule II.; (2) the total maximum daily ration of hay authorized by this Order for such horse or horses; (3) the quantity of hay fed to such horse or horses each week; (4) the quantity of all hay and chaff purchased and the date of such purchase. Such records shall at all reasonable times be open to the inspection of an Officer of Police or any person authorized by the Controller of Horse Transport.

7. In this Order "Horse" includes a mare, gelding, colt, filly, pony, mule and ass. "Hay" includes clover. "Chaff" means any chopped hay or straw.

8. If any person owning a horse or horses, or having control or management of a horse or horses, for the time being, acts in contravention of this Order or aids or abets any other person in doing anything in contravention of this Order, that person is guilty of a summary Offence against the Defence of the Realm Regulations.

9. (a) This Order may be cited as the Hay and Straw Order, No. 4, 1918.

(b) This Order shall come into force on the first day of December, 1918, and the Hay and Straw Order, No. 3, 1918 [62 SOLICITORS' JOURNAL 812], is hereby revoked as from that day, without prejudice to any proceedings in respect of any previous infringement thereof, and without prejudice to any exemptions granted thereunder.

SCHEDULE I.

Horses excluded from the operation of this Order:—

(a) Horses owned by the Army Council, the Admiralty or the Air Council.

(b) Horses maintained and used exclusively for agricultural purposes.

(c) Stallions used exclusively for stud purposes, brood mares, weaned foals and yearlings.

SCHEDULE II.

Class of Horse.	Maximum daily Ration of Hay. lbs.
(a) Heavy dray and cart horses, and heavy trotting vanners	12
(b) Light dray and cart horses and light trotting vanners...	9
(c) Other light horses and cobs.	6
(d) Ponies 14 hands and under	5
(e) Race horses	7

Note.—(1) Pit horses and ponies working in the pits or at the pit mouth may be given 4 lbs. of hay extra per day.

(2) Unbroken horses at grass or turned out may be fed on 5 lbs. of long hay per day.

(3) It may be necessary for the Central Council for Civil Hay Supplies to issue one-eighth of the above rations in the form of oat straw.

(4) Straw is not rationed, and any addition to the above rations must be made in the form of straw as available.

Correspondence with respect to this Order should be addressed to the Controller of Horse Transport, 7, Whitehall-gardens, London, S.W. 1.

[*Gazette*, 26th November.

THE HORSES ORDER, 1918, REVOCATION ORDER, 1918.

1. The Horses Order, 1918, made by the Board of Trade on 18th March, 1918 (Statutory Rules and Orders, 1918, No. 335 [62 SOLICITORS' JOURNAL, 428]), is hereby revoked without prejudice to any matter or thing done or suffered or proceedings instituted or penalty incurred thereunder.

2. This Order may be cited as the Horses Order, 1918, Revocation Order, 1918.

23rd November. [*Gazette*, 26th November.

Ministry of Munitions Orders.

THE SECOND-HAND MACHINE TOOLS, ETC., RELEASE ORDER, 1918.

In reference to the Orders specified in the Schedule hereto, whereby Regulation 30A of the Defence of the Realm Regulations was applied by the Minister of Munitions to certain classes of machine tools, metal and woodworking machinery and treadle lathes, the Minister of Munitions hereby orders as follows:—

(1) As from the date hereof all the said Orders are hereby revoked so far only as they relate to second-hand articles, to the intent that Regulation 30A shall no longer apply to such second-hand articles.

(2) Such revocation shall not affect the previous operation of the said Orders or any of them, or the validity of any action taken thereunder or the liability to any penalty or punishment in respect of any contravention or failure to comply with the same prior to such revocation or any proceeding or remedy in respect of such penalty or punishment.

(3) This Order may be cited as the Second-Hand Machine Tools, etc., Release Order, 1918.

THE SCHEDULE.

Name and Date of Orders.

The Machine Tools and Power Machinery Order, 1916. 28th August, 1916.
The Woodworking Machinery Order, 1917. 5th June, 1917.
The Treadle Lathes Order, 1918. 15th April, 1918.
11th November. [*Gazette*, 15th November.

THE SMALL ARMS (MANUFACTURE AND REPAIR) CONTROL (REVOCATION) ORDER, 1918.

In reference to the Small Arms (Manufacture and Repair) Control Order, 1918 [62 SOLICITORS' JOURNAL, p. 523], made by the Minister of Munitions, and dated the 7th May, 1918, the Minister of Munitions hereby Orders as follows:—

(1) As from the date hereof the said Order is hereby revoked.

(2) Such revocation shall not affect the previous operation of the said Order or the validity of any action taken thereunder or the liability to any penalty or punishment in respect of any contravention or failure to comply with the said Order prior to such revocation, or any proceeding or remedy in respect of such penalty or punishment.

(3) This Order may be cited as The Small Arms (Manufacture and Repair) Control (Revocation) Order, 1918.

15th November. [*Gazette*, 15th November.

THE REFRACTORY MATERIALS (MAXIMUM PRICES) ORDER, 1918.

1. No person shall, on or after the 1st day of October, 1918, until further notice, offer to sell or purchase, or sell to purchase, or deliver or take delivery of any of the goods or materials specified in the Schedule hereto at a price exceeding the price set opposite the same in the said Schedule, except under and in accordance with a special permit issued under the authority of the Minister of Munitions.

2. All applications under this Order shall be made to the Deputy Controller of Iron and Steel Production, Ministry of Munitions, 8, Northumberland-avenue, London, W.C. 2.

3. This Order may be cited as the Refractory Materials (Maximum Prices) Order, 1918.

[*Gazette*, 19th November.

SCHEDULE.

Description.	Maximum Prices F.O.R. Makers' Works.	
	England, Wales and Ireland.	Scotland.
Firebricks. Highest Grade.		
9in. × 4½in. × 3in. Squares ...	152s. 6d. per 1,000	152s. 6d. per 1,000
9in. × 4½in. × 2½in. ,, ...	135s. 0d. ,, ,,	
Blast Furnace Linings and Special Bricks	77s. 6d. per ton.	77s. 6d. per ton.
Best quality Ground Fireclay ...	24s. 0d. ,, ,,	24s. 0d. ,, ,,
Gas Retorts, to standard specification	11s. 0d. per foot.	11s. 0d. per foot.

Food Orders.

THE RATIONING ORDER, 1918.

Directions for Catering Establishments and Institutions.

PART I.—SUPPLY AND ACCOUNTABILITY.

1. Notwithstanding the restrictions imposed by Clause 14 (*b*) and (*c*), and Clause 24 (*b*) and (*c*) of the above Order, edible fats (including dripping) other than Oil and Fat Compound, may be obtained for the purposes of a Catering Establishment or an Institution from any dealer.

2. The prescribed period for the purposes of Clause 20 and Clause 21 of the above Order is a week. The first week is the week ending at midnight on 19th October, 1918, and the subsequent weeks shall be the subsequent periods of seven days.

The prescribed period for the purposes of Clauses 27 and 29 (as amended) shall be a fortnight. The first fortnight shall be the fortnight ending at midnight on 2nd November, 1918, the subsequent fortnights shall be the subsequent periods of 14 days.

The Register required to be kept in a Catering Establishment (Clause 21) shall, as regards meals supplied, and rationed foods (other than meat) and edible fats obtained and used, be in the form set out in the first schedule, and the Register required to be kept in an Institution (Clause 29) shall be in the form set out in the second schedule. The instructions for the time being in force relating to the keeping of such Registers shall be observed. Until further notice, the instructions shall be those printed in the official documents N. 51 and N.R. 22.

4. Until further notice, the person having the control or management of a Catering Establishment shall account for the total purchases of meat in accordance with the Caterer's Official Schedule of Equivalent Weights of Meat set out in the third schedule, or other the Caterer's Official Schedule for the time being in force.

5. The official scales, lettered A to N (both inclusive), specified in the official document headed "Scales of Rations for Institutions, N.R. 5," with such modifications or additions (if any) as may from time to time be made by the Food Controller, shall apply to Institutions according to the tenor thereof and shall be the prescribed scales for the purposes of Clause 27 of the above Order.

Until further notice, the person having the control or management of an Institution shall account for the total purchases of meat in accordance with the Institutions' Official Schedule of Equivalent Weights of Meat set out in the Fourth Schedule or other the Institutions' Official Schedule for the time being in force.

PART II.—MEAT MEALS SERVED IN CATERING ESTABLISHMENTS AND TO NON-RESIDENTS IN INSTITUTIONS.

6. For the purposes of these directions, a meat meal shall not include any meal where the only meat or meat article served is of a class for the time being authorized by the Food Controller to be supplied as part of a meat meal without surrender of a coupon.

7. A meat meal may be served only—

(*a*) to a person lawfully holding and presenting a Ration Book or current meat leaf or other Ration Document, and against the surrender by him of the appropriate coupon, half coupon, overtime meal ticket or declaration; or

(*b*) to a person presenting some other lawful authority and on compliance with the provisions stated on such authority.

8. The number on each coupon corresponds with a particular week in accordance with the statement in the Ration Book, and the coupon is valid only in the period from the Sunday of that week up to and including the Wednesday in the week following.

9. Whenever any Ration Book or other authority produced bears instructions that the book or authority is valid only between particular dates, a meat meal shall be supplied against such authority only between these dates.

10. Where a caterer serves a meat meal to any person, he may issue tokens in exchange or part exchange for the coupon or half coupon delivered in respect of that meal, and the customer may by means of such token obtain a meat meal from the caterer, provided that any such token shall be available and shall be marked as available, only up to the date specified thereon, not being a date later than the date for which the coupon or half coupon is available.

PART III.—GENERAL.

11. Failure to comply with any of the above directions is a summary offence under the Defence of the Realm Regulations.

12. The Directions to Catering Establishments and Institutions, dated 22nd August, 1918 (S. R. & O. No. 1041 of 1918), are revoked, but without prejudice to any proceedings in respect of any contravention thereof.

18th October.

Schedule I.

[Register of Consumption to be kept by Catering Establishments not exempted by the Food Controller from keeping a Register.]

Schedule II.

[Register of Consumption to be kept by Institutions.]

Schedule III.

[Caterers' Official Schedule of Equivalent Weights of Meat.]

Schedule IV.

[Institutions' Official Schedule of Equivalent Weights of Meat.]

THE DAMAGED FOODSTUFFS ORDER, 1918.

1. *Prohibition on Sales.*]—Subject to the provisions of this Order a person having possession, custody or control of any article to which this Order applies shall not, after 30th November, 1918, knowingly destroy such article or give, sell, offer to sell or dispose of it to any person other than the Local Authority or a duly authorized official of the Authority

or to a person duly licensed by or under the authority of the Food Controller as provided in clause 2 hereof; provided that nothing in this clause shall affect the power of the Justices or a Sanitary Authority or duly authorized official of the Sanitary Authority under any public or local Act to order the destruction of any article.

2. *Prohibition on purchase.*]—Except under and in accordance with the terms of a licence granted by or under the authority of the Food Controller, no person other than a Sanitary Authority or a duly authorized official of a Sanitary Authority shall after 30th November, 1918, receive, buy or offer to buy any article to which this Order applies: Provided always that a person who holds a licence issued by the Food Controller either before or after the date of this Order under the Raw Beef and Mutton (Licensing of Purchasers) Order, 1918, or the Bones (Licensing of Purchasers) Order, 1918 [S.R. & O., Nos. 635 and 1198 of 1918], or any Order made or hereafter to be made by the Food Controller relating to the manufacture of Feeding Stuffs for animals shall be deemed from the date of the issue of such licence and so long as the same remains in force to be duly licensed under this Order.

3. *Licences.*]—Application for licences under this Order shall be made to the National Salvage Council, Caxton House, Tothill-street, Westminster, S.W. 1, who shall act on behalf of the Food Controller in the matter. Any licence issued under this Order may be made subject to such conditions as the National Salvage Council with the concurrence of the Local Government Board may determine, and may at any time be revoked by them provided that an application shall not be refused if the applicant complies with the reasonable conditions imposed by the National Salvage Council.

4. *Power to give directions.*]—The National Salvage Council, acting on behalf of the Food Controller, may at any time by notice under this Order, whether of general application or otherwise, and with the concurrence of the Local Government Board, give directions or authorize any person or body to give directions on his behalf with regard to the sale, disposal, treatment or destruction of any article to which this Order applies, and all persons concerned shall obey such directions.

5. *Returns.*]

6. *Articles to which Order applies.*]—(*a*) This Order shall, until further notice, apply to the articles mentioned in the Schedule hereto, except that it shall not apply in any case where the total quantity of any such article in the possession of a person at any one time does not exceed 28 lbs.

(*b*) The Food Controller may at any time, by notice under this Order, vary or add to the articles mentioned in the Schedule hereto.

7. *Condemned imported goods liable to Customs duty.*]—When any imported goods liable to Customs duty are condemned as unfit for human food, such goods may, on payment of the duty, and with the consent of the proper Sanitary Authority, in lieu of being destroyed be disposed of for such purpose other than human food as may be approved by the National Salvage Council. The importer or owner of any goods aforesaid may, with the consent of the Commissioners of Customs and Excise, in lieu of paying the duty thereon, abandon the goods to the National Salvage Council.

8. *Penalties.*]

9. *Application to Scotland.*]

10. *Saving clause.*]—This Order shall not apply to the Admiralty or to the Army Council or the Air Council.

11. *Title and extent.*]—(*a*) This Order may be cited as the Damaged Foodstuffs Order, 1918.

(*b*) This Order shall not apply to Ireland.

The Schedule.

Any of the following articles which have been surrendered or condemned or are unfit for human consumption:—

(*a*) Meat of any animal, including Bones.
(*b*) Non-edible slaughterhouse waste.
(*c*) Fish, including Fish Offal or Fish Waste.
(*d*) Tinned Foodstuffs.
(*e*) Imported Foods liable to Customs duty.

1st November.

ORDER AMENDING THE LIVE STOCK (SALES) ORDER, 1918.

The Food Controller hereby orders that the Live Stock (Sales) Order, 1918 (62 Solicitors' Journal, p. 587) (hereinafter called the Principal Order), shall as from 1st November, 1918, be amended as follows:—

1. As on and from 1st November 1918, the First Schedule to this Order shall be substituted for the Schedule to the Principal Order and the Second Schedule to this Order shall be added to the Principal Order.

2. In Clause 5 (*c*) of the Principal Order the word "Schedule" shall be deleted and the words "Part I. of the First Schedule" shall be substituted therefor.

3. In Clause 7 of the Principal Order there shall be inserted between the word "estimated" where the same last occurs and the words "less the sum of 1s. 6d." the following words "and a sum ascertained in accordance with the provisions of Part I. of the Second Schedule."

4. Clause 10 of the Principal Order shall be amended as follows:—

(*a*) Sub-Clause (i) shall be deleted from the word "exceed" to the end of the sub-clause and the following words shall be substituted: "the sum applicable according to Part II. of the First Schedule";

(*b*) In Sub-Clause (ii) the words "the sum of 1s. 2½d. per lb. of the certified weight of the dressed carcase" shall be deleted, and the following words substituted therefor: "the sum applicable according to Part II. of the Second Schedule,"

5. Copies of the Principal Order hereafter to be printed under the authority of H.M. Stationery Office shall be printed with the substitutions and addition provided by this Order, and the Principal Order shall as on and from 1st November, 1918, take effect as hereby amended.

1st November.

[Schedule of Prices.]

THE PIG (SALES) ORDER, 1918.

General Licence.

The Food Controller hereby authorizes until further notice the slaughter of pigs weighing less than 112 lbs. live weight and the sale of carcases thereof on the following conditions:—

(i) The consent of the Live Stock Commissioner for the area in which the owner of the pig resides is to be obtained.

(ii) The carcase is to be delivered to a Government Slaughterhouse or other destination as directed by such Live Stock Commissioner and there sold by dead weight.

Neither of these conditions need be observed where the pig is slaughtered for self supply.

6th November.

THE JAM (DISTRIBUTION) ORDER, 1918.

1. (*a*) The Food Controller or any person authorized by him in that behalf may from time to time issue directions relating to the allocation and distribution of jam and in particular may:—

(i) fix the proportion or quota of jam which may be retained by the manufacturer thereof for the purposes of his wholesale or retail trade or for any other purpose;

(ii) direct that any manufacturer of jam or dealer in jam shall sell or deliver the whole or any part of his jam to any person or place;

(iii) fix the maximum quantity of jam which may be acquired by any person in any period and the persons from whom jam may be acquired by such person;

(iv) restrict or regulate the sale or delivery of jam by any person to any other person or place.

(*b*) Directions given under this clause may be given so as to apply generally or so as to apply to any special locality, or so as to apply to any special manufacturer, dealer or person or class of manufacturer, dealer or person, and shall have effect notwithstanding any contract entered into by the person to whom the directions are given.

(*c*) Where any such directions have been given it shall be the duty of all persons concerned to comply therewith, and a person shall not sell or dispose of any jam to which such directions apply except in accordance with such directions.

2. *Records.*]

3. For the purposes of this Order the expression "jam" shall include jelly, conserve and marmalade.

4. *Penalties.*]

5. (*a*) This Order may be cited as the Jam (Distribution) Order, 1918.

(*b*) This Order shall not apply to Ireland.

7th November.

The following Orders have also been issued:—

Order, dated 31st October, amending the Bacon, Ham and Lard (Prices) Order, 1918.

Order dated 5th November, amending the Voluntary Kitchens (Licensing) Order, 1918.

The Milk (Prohibition of Export) (Ireland) Order, 1918, dated 5th November.

The Cheese (Export from Ireland) Order, 1918, dated 5th November.

The Pig (Sales) Order, 1918, Notice under, dated 6th November (Scotland).

The Margarine (Retail Prices) Order, 1918, Notice under, dated 7th November.

The Margarine (Distribution) Order, 1918: Directions to Wholesalers, dated 7th November.

The Jam (Export from Ireland) Order, 1918, dated 7th November.

The Margarine (Prices) (Ireland) Order, 1918, Notice under, dated 7th November.

The Relaxation of the Aliens Rules.

The Home Office announces that it has been decided to relax in certain respects the regulations to which aliens are subject in the case of women of British birth who have become aliens by marriage. The necessary amendments of the Aliens Restriction Order were made by an Order in Council passed on 25th November.

In future, British-born wives or widows of aliens will, generally

speaking, and subject to exceptions in special cases, have to comply only with the following requirements:—(1) To report to the police permanent changes of residence; (2) to carry identity books, and produce them if called upon to do so; and (3) to register at hotels, &c. Any British-born woman who wishes to obtain the benefit of the concessions should apply for instructions at the police station at which she is registered. In the case of British-born women who are by marriage of enemy nationality, the concessions will not take effect before 21st December.

Release from the Army.

The offices of the Controller-General of the Civil Demobilization and Resettlement Department have been removed from 6, Whitehall-gardens, to 8, Richmond-terrace, Parliament-street, S.W. Employers of labour desirous of obtaining the release from the Army of former employés should address their requests, with full particulars, to Sir Stephenson Kent, Controller-General, Civil Demobilization and Resettlement Department, Ministry of Labour, 8, Richmond-terrace, Parliament-street, S.W.

Societies.

Union Society of London.

Session 1918-19.—The sixth meeting of the society was held in the Middle Temple Common Room on Wednesday, 27th November, 1918. The subject for debate was: "That, in the opinion of this House, the Allies should take immediate steps to bring the ex-Kaiser to justice for offences against international law and humanity." Opener: Mr. G. F. Kingham. Opposer: Mr. I. H. Stranger. The motion was lost.

The Appointment of Notaries.

A sitting of the Court of Faculties was, says the *Times*, held at the Church House, Westminster, on Wednesday, before Sir Lewis T. Dibdin, K.C., Master of the Faculties, to hear an application by Mr. Foster Duggan to be appointed a notary for the district of Birmingham and a radius of seven miles round that city.

The Master of the Faculties was attended by Mr. A. W. D. Moore, the Registrar.

Mr. A. H. Poyser appeared for the applicant; Mr. Joy for opponents.

In support of the application it was stated that, owing to the enlargement of the boundaries of Birmingham, the population had greatly increased, and the present number of notaries was inadequate. A memorial in favour of Mr. Duggan's appointment had been signed by the Lord Mayor of Birmingham, the county court judge, the stipendiary magistrate, the city coroner, five bankers, ten justices of the peace, and aldermen, and twenty-one city councillors and others.

Mr. Joy submitted that in Birmingham there had not been an increase in notarial business. Of the five notaries who were serving in the Army one supported Mr. Duggan.

The Master of the Faculties said that five notaries were away serving in the Army, and it was conceivable that their absence might have created the state of things which had led the memorialists to refer to the lack of notarial aid. Nothing must be done to injure the position of these absent men. The application must stand over for a year. He would deal with the case when the five gentlemen who were in the Army were back in business.

Solicitors, Messrs. Duggan & Elton; Messrs. Sharpe, Pritchard & Co.

Obituary.

Qui ante diem periit,
Sed miles, sed pro patria.

Captain Percival B. Richardson.

Captain Percival Blyth Richardson, M.G.C., who died on 3rd November in France, from influenza, was the second son of the late William Richardson, of Beech Hill, Mansfield, and of Mrs. Margaret Catherine Richardson, and grandson of the late Captain Andrew Waid Blyth, R.N., an ancestor being head of the Boyd Clan (the "Trusty Boyds"), of Argyllshire. Captain Richardson was admitted in 1898, and was a member of the firm of Messrs. Richardson & Mitchell, of Sheffield. He also practised in London. He joined up as soon as the war broke out, and did valuable work in the York and Lancaster Regiment as senior officer in musketry. On joining the M.G.C. he published a text-book which has been greatly used, and also designed the record system in machine-gunnery approved by the War Office, and is still in use. He went to France last spring, a week after the death of his father, and took his share in the fighting until attacked by illness. He was a great favourite with his brother-officers, and beloved by all his men. A corporal home on leave a few weeks ago said: "There was not a man of the 800 with him who would not lay down his life for him!" Before the war Captain Richardson was greatly interested in rifle shooting, and raised several clubs in the district of Sheffield. He was chairman of the Apex Steel Co. (Limited), Sheffield. He married the second daughter of the late George Snelus, of Ennerdale Hall, Cumberland, who, with one son, survives him.

Lieutenant Vernon Spencer Wilkins.

Lieutenant Vernon Spencer Wilkins, 4th Oxford and Bucks L.I. (T.F.), who died on 11th November at No. 2 General Hospital, France, from pneumonia following influenza, was twenty-four years of age, and the youngest son of the late Mr. Edward Wilkins, solicitor, of Aylesbury. He was educated at Aylesbury Grammar School, and, after leaving school, took a prominent part in the Old Boys' Association. He was articled to a member of the firm of Messrs. Wilkins & Son, solicitors, Aylesbury, and was preparing for his final examination when war broke out. After several unsuccessful attempts, he enlisted in the London Rifle Brigade in February, 1915, and went to France before the end of that year. He was invalided home in 1916, owing to injuries received in the collapse of a dug-out caused by the explosion of a shell. On recovery he secured a commission in the 4th Oxford and Bucks L.I., and returned to France, but was soon afterwards wounded in the leg, and again returned home. On being reported fit, he rejoined his battalion in Italy, but for the third time was invalided home owing to blood-poisoning. He went out once more last August, being transferred to the 2/4th battalion in France. He was admitted to hospital on 4th November suffering from influenza, and died on armistice day.

Legal News.

Business Changes.

Messrs. Simmons & Simmons, of 74, Cheapside, have removed to 18, Finch-lane, Cornhill, E.C. 3. Their telephone numbers are London Wall 436 and 437, and their telegraphic address is "Control Thread, London."

Appointments.

Sir F. E. SMITH, K.C., has been elected Treasurer of Gray's-inn for 1919.

Lord COLERIDGE has been elected Treasurer of the Hon. Society of the Middle Temple in succession to Mr. R. A. McCall, K.C.

Mr. GERARD TARVER WHITELEY, M.A., has been appointed Clerk to the Justices of the Newington Division of the county of London. Mr. Whiteley at present holds the position of Clerk to the Justices of the Croydon Division of the county of Surrey, which he relinquishes on taking up his new appointment.

Mr. G. A. H. BRANSON has been elected a Master of the Bench of the Inner Temple.

Mr. J. B. POWELL, K.C., has been appointed to be a Judge of the High Court of Justice in Ireland, Chancery Division, and Mr. DENNIS S. HENRY, K.C., appointed Solicitor-General of Ireland in the room of Mr. Powell.

Mr. Powell's promotion, says the *Times*, like that of many other lawyers in Ireland lately, has been rapid. His recent selection to be junior Law Officer was neither premature nor undeserved. He has long been a member of the Bar whose abilities have earned recognition in his profession and among the public. He had a considerable practice on the Chancery side, and he was a favourite speaker on Unionist platforms. He was a member of the Irish Convention. He was called to the Bar in 1894.

There is no member of the Bar in Ireland—we take this from the same source—whose professional attainments and public character could have justified better the promotion which has fallen to Mr. Henry. He had long been mentioned for recognition, but the vagaries of Irish preferment have become proverbial. Educated at Mount St. Marys College, Chesterfield, and at Queen's College, Belfast, he was called to the Bar by the King's Inns in 1885. He had sat in Parliament for South Derry since 1916. He is fifty-four years of age. He married in 1910 a daughter of the late Lord Justice Holmes.

General.

Mrs. Wilson, the wife of President Wilson, is a descendant of the Bolling family, of Bolling Hall, Bradford, an historic landmark in the city, and now owned by the municipality. At a meeting of the Finance Sub-committee of Bradford Corporation Mr. W. H. Brocklehurst, chairman of the Libraries, Art, and Museum Committee, proposed that on the occasion of President Wilson's visit to Europe to take part in peace negotiations the freedom of the city of Bradford be offered to him. The proposal was enthusiastically received, and a committee was appointed to confer with the Lord Mayor.

On and from Monday the public inspection room for the examination of tithe apportionments, tithe maps, &c., at the office of the Board of Agriculture and Fisheries, 3, St. James's-square, London, S.W., will be open from ten to four each day. The fee for inspection has been reduced to 1s. for each document inspected on each day's attendance.

Mr. Macpherson, replying in parliamentary papers to Sir Herbert Nield, states that the general scheme of demobilization provides that proprietors of one-man businesses who will be able to resume their business may be released from the Army on the same basis as other men with employment awaiting them. It is not possible to use Appeal Tribunals in connection with these cases.

The *Times* correspondent at Copenhagen, in a message dated 24th November, says: The Berlin correspondent of the *Berlingske Tidende* reports that the Soldiers' and Workers' Councils in Oldenburg, East Friesland, Bremen, Harburg-on-Elbe, Hamburg and Schleswig-Holstein have decided to found a new republic, with Hamburg as capital. Similar tendencies are exhibited in the Rhine Provinces and in the South German States where the movement against Berlin is said to be growing. This Republic, the *Times* points out, would include almost the whole of the North Sea coast of Germany, as well as part of the Baltic coast.

The Stock Exchange Committee, on Wednesday, says the *Times* under "City Notes" (28th inst.) announced that it had added to the rule making it obligatory to record all bargains in securities, whether quoted in the Official List or not, the following new clause:—"Bargains in unquoted securities issued prior to 4th January, 1915, in which no previous bargain has been recorded since that date, will not be recorded without the special permission of the committee." The warning, continues the *Times*, which we gave to the public in this column on Tuesday against dealing in the shares of resuscitated companies will have prepared our readers for the action now taken by the committee, for recently attempts have been made, unfortunately with some success, to "make" a market in practically unknown securities, usually of companies with an unsatisfactory past but great ambitions for the future. Under the temporary regulations as they have stood these attempts have been assisted by the free advertisement which quotation in the Stock Exchange lists has given them. The exclusion in future of certain shares from the list will make it more difficult to induce the public to participate in gambles of the kind.

The purchaser of the property recently sold in Ardwick, Manchester, which included the house where the Prime Minister was born, is says the *Times*, Sir Graham Wood, an ex-High Sheriff of Lancashire and a well-known Manchester Liberal. It is understood that it is Sir Graham Wood's intention to pull down most of the property, and to build in its stead a workshop which will be devoted to the care and training of disabled soldiers and sailors or others disabled in the war, but to keep the Prime Minister's birthplace intact and to hand it over to the Manchester Corporation so that it can be preserved for all time.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice EVE.	Mr. Justice SARGANT.
Monday.. Dec. 2	Mr. Synge	Mr. Jolly	Mr. Farmer	Mr. Leach
Tuesday 3	Bloxam	Synge	Jolly	Church
Wednesday .. 4	Borrer	Bloxam	Synge	Farmer
Thursday 5	Goldschmidt	Borrer	Bloxam	Jolly
Friday..... 6	Leach	Goldschmidt	Borrer	Synge
Saturday 7	Church	Leach	Goldschmidt	Bloxam

Date	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr Justice PETERSON.	Mr. Justice P. O. LAWRENCE.
Monday.. Dec. 2	Mr. Church	Mr. Goldschmidt	Mr. Borrer	Mr. Bloxam
Tuesday 3	Farmer	Leach	Goldschmidt	Borrer
Wednesday .. 4	Jolly	Church	Leach	Goldschmidt
Thursday 5	Synge	Farmer	Church	Leach
Friday..... 6	Bloxam	Jolly	Farmer	Church
Saturday 7	Borrer	Synge	Jolly	Farmer

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 8.

SPENCER, GERALD ROBERT, Ringmer, Sussex. Dec. 20. Laing & Cruickshank v. Fane Eve, J. Arthur Hepburn Hastie, 66, Lincoln's inn fields.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 15.

ATKINS, LUCY, Rickmansworth Dec 7 Cree & Son, 13, Gray's inn sq
BAILEY, ALBERT HERBERT, Flueden, Shoe Manufacturer Dec 25 Morgan & George, Wellingborough
BEATTIE, ELIZABETH, Southend on Sea Dec 23 Wood, Son & Largton Southend on Sea
BLAND, Captain JOHN, Bradford Dec 16 Moore & Shepherd, Bradford
BRACKWELL, JOHN, Shipley Reed Maker Dec 16 W I Crabtree, Bradford
CHESEX, HENRIETTE SALIE, Fulmer pr Slough Dec 2 Cree & Son, 13, Gray's inn sq
DRIGHTON, SQUIRE, Manningham, Yarn Merchant Dec 16 W I Crabtree, Bradford
DICKINSON, THOMAS, Harrogate, Fruiterer Dec 31 Kirby, Son & Atkinson, Harrogate
DREW, RAYMOND, Rangoon Dec 16 Vizard, Oldham, Crowder & Cash, 51, Lincoln's inn fields
FARRAR, MARTHA ANN, Bradford Dec 21 Albert V Hammond, Bradford
FISON, EDITH MARY, Ipswich Dec 9 Marshall & Son, Ipswich
GANT, JOHN CASTLE, Chiddingly, Sussex, Solicitor Dec 24 Langham, Fox & Douglas Hastings
GOFFE, SARAH ELIZABETH, Adderbury, Oxford Dec 11 Pollatt & Pollatt, Banbury, Oxon
HART, CATHERINE, Stockport Dec 20 Sidebotham & Sidebotham, Stockport
HARVEY, HENRY FAIRFAX, Cullompton, Devon Dec 15 Cowlard, Grylls & Cowlard, Launceston
HERRON, JOHN, Liverpool, Shipowner Dec 23 Weightman, Pedder & Co, Liverpool
HIND, JOSEPH OLIVER, Deganwy, Carnarvon Dec 14 Henderson & Hallmark Llandudno
HIND, MARGARET JANE, Deganwy, Carnarvon Dec 14 Henderson & Hallmark Llandudno
HITCHINS, ALFRED MAURICE, Purley, Surrey, Manufacturer Dec 31 Biddle, Thorne Welsford & Gait, 22, Aldermanbury
HUDSON, EMMA, Bradford Dec 16 Ratcliffe & Co, Bradford
HUGHES, JOHN, Tregynon, Montgomeryshire, Farmer Dec 16 Williams, Gittins & Taylor, Newtown, Montgomeryshire
JAMESON, MARY ELIZABETH, Portmarnock, Ireland Dec 24 Fladgate & Co, 18 & 19, Pall Mall
JOHNSON, JOHN THOMAS Kibworth, Hosiery Manufacturer Nov 25 Harvey & Clarke, Leicester
KNILL, ELIZABETH, Durham Dec 21 Wilsons, Ornsby & Cadle, Durham
LEWIS, GEORGE, Noss Mayo, Devon, Licensed Victualler Dec 17 Bond & Pearce, Plymouth
LINDO, FANNY SOPHIA, Warrington cres Dec 23 Lewis & Yglesias, 6, Old Jewry
O'DONNELL, Maj-Gen HUGH, CB, DSO, Framlingham, Suffolk Dec 31 Parson, Lee & Co, 24, Time at
PEARSON, ABRAHAM, Preston, Railway Porter Dec 14 Rawsthorn, Ambler & Booth, Preston
POTTER, THOMAS, Willesden In, Licensed Victualler Dec 14 Crossman, Block, Matthews & Crossman, 16 Theobalds rd, Gray's inn
PUNT, WILLIAM JOHN, Prestwich Dec 20 Crofton, Craven & Co, Manchester
RICHARDS, PRISCILLA, Kenilworth, Warwick Dec 18 C H Passman, Leamington Spa
RIDGWAY, ELIZABETH CATHERINE, Ashness rd, Clapham Common Dec 10 Rooke & Midgley Leeds
RIMMINGTON, THOMAS BACON, Rickmansworth, Railway Clerk Nov 30 Acton T Bucknall, Rickmansworth
ROBERTS, EDWARD, Portland rd, Finsbury Park, Manufacturing Jeweller Dec 16 Dunkerton & Son, 23, Bedford rd, Holborn
SCOTT, JOHN JAMES, Durham, retired Miner Dec 7 Patrick & Son, Durham
SHUKER, ABRAM, Birmingham, Clock Manufacturer Dec 30 John Price, Birmingham
SLADDIN, WILLIAM HENRY, Brighouse, Woollen Merchant Dec 15 Geo Furniss, Roberts & Co Brighouse
SMITH, MARY, Hindley, Lancs Dec 19 J Andrew Orrell, Manchester
SPARLING, FRANCIS JOHN WALCOTT, St Quintin av, Kensington Dec 20 Bunk, Meller & Norris, 45, Lincoln's inn fields
SPRAGGONS, THOMAS WALTER, Old Kent rd, Peckham, Jobmaster Dec 19 F S Bostock, 358, Strand
STRINGA, LORENZO, Liverpool, Carver Dec 14 Evans, Lockett & Co, Liverpool
THORNE, ALFRED LOUIS, Transvaal, South Africa, Nov 30 Dowsons, 18, Adam st, Adelphi